

EXHIBIT D

CERTIFICATE INFORMATION

| | | |
|---|---------------------------|---|
| Certificate Number: L9161845 | Contract Number: 100136 | Contract Holder: Trustee for Fidelity and Guaranty Life Group Insurance Trust |
| Owner(s) Name(s): BLANCHE OPPERMAN | Birth Date(s): [REDACTED] | Social Security Number(s): [REDACTED] |
| Annuitant(s) Name(s): BLANCHE OPPERMAN | Birth Date(s): [REDACTED] | Date of Issue: July 22, 2007 |
| | | Certificate Anniversary: July 22nd |
| Beneficiary: Beneficiary is as named in the application or in the most recent beneficiary change sent to our home office. (Second named annuitant, if any, is the joint or contingent annuitant, as applicable.) | | |

Annuity Option: Option 2. Life Income With A Guaranteed Period Of 10 Years (This annuity option is described in the annuity benefits section.)
Annuity Date: July 22, 2025

| Interest Crediting Option(s) | Initial Premium Allocated | Index Crediting Period | Cap* | Minimum Guaranteed Surrender Value (MGSV) Accumulation Interest Rate |
|---|---------------------------|------------------------|-------------------|--|
| One-Year S&P 500 Monthly Point-to-Point | \$0 | 1 | 2.50% monthly cap | 2.45% |
| Two-Year S&P 500 Monthly Point-to-Point | \$0 | 2 | 3.50% monthly cap | 2.45% |
| Three-Year S&P 500 Monthly Point-to-Point | \$0 | 3 | 4.25% monthly cap | 2.45% |
| One Year S&P 500 Monthly Average | \$0 | 1 | 7.50% annual cap | 2.45% |
| One Year S&P 500 Annual Point to Point | \$0 | 1 | 6.00% annual cap | 2.45% |
| Fixed Interest Option ** | \$454,645 | NA | NA | 2.45% |
| Total Account Value/Initial Premium Paid: | \$454,646 *** | | | |

* The cap rate is declared in advance and guaranteed for the index crediting period.

** Any premium allocation to the fixed interest option, will be credited with an effective annual interest rate of 2.75% from July 22, 2007 through July 21, 2008. The guaranteed minimum effective annual interest rate is 2.45% for each certificate year until the annuity date. We may, at our discretion, declare current credited interest rates in excess of the guaranteed minimum rate. Any additional premiums paid into the fixed interest option will be credited with the then current credited interest rate.

***Additional Interest: Any premium paid during the first twelve months will be credited with an additional interest rate of 6% credited on the day that the premium was applied.

Surrender Charges

| Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Year 11 | Year 12 | Year 13 | Year 14 | Year 15 |
|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|---------|---------|
| 13.25% | 13.25% | 13.00% | 12.00% | 11.00% | 10.00% | 9.00% | 8.00% | 7.00% | 6.00% | 5.00% | 4.00% | 3.00% | 2.00% | 0.00% |

Riders and Endorsements Attached:

One -Year Monthly Point-To-Point Equity Index Option Rider, FGL 1YMPTP-F-C (2003)
Two - Year Monthly Point-To-Point Equity Index Option Rider, FGL 2YMPTP-F-C (2003)
Three - Year Monthly Point-To-Point Equity Index Option Rider, FGL 3YMPTP-F-C (2003)
One - Year Monthly Average Equity Index Option Rider, FGL 1YMA-C (6-04)
One Year Annual Point to Point Equity Index Option Rider, FGL 1YAPTP-C (6-04)
Free Surrender Partial Withdrawals Rider, FGL FS-FLEX-C (2001)
Additional Interest Rider, FGL PBIR-C (2003)
Death of Owner Rider, FGL DOO 1-C (2003)
Nursing Home Rider, FGL NH1-C (2003)
Terminal Illness Rider, FGL TI 1-C (2003)
Unemployment Rider, FGL UE 1-C (2003)


The information regarding the owner, beneficiary, annuitant, annuity option, and annuity date is subject to any change submitted and on record.

OM FINANCIAL LIFE INSURANCE COMPANY

AGENT CARD

| NAME OF INSURED/ ANNUITANT | SEX | FACE AMOUNT/ MODAL PREMIUM | PLAN | CONTRACT # |
|-------------------------------|--------|-------------------------------|--------|------------|
| BLANCHE OPPERMAN | FEMALE | 454,646 454,645.67 | EIAF14 | L9161845 |

| OWNER | OWNER ADDRESS |
|------------------|---|
| BLANCHE OPPERMAN | 105 BEACHLEY ST MEYERSDALE, PA 15552 |

| OWNER PHONE # | CONTRACT DATE | DATE OF BIRTH | AGENT # |
|------------------|---------------|--|------------------|
| | JUL 16, 2007 |  | WILLIAM B BAILEY |

COMMENTS/ACTIONS:

OM FINANCIAL LIFE INSURANCE COMPANY

Individual Insurance Contract Delivery Instructions

Service Center: P.O. Box 81497, Lincoln, NE 68501 (888)-513-8797

| | |
|-----------------------------|-----------------------------|
| TO: WILLIAM B BAILEY | RE: BLANCHE OPPERMAN |
| CONTRACT: L9161845 | DATE: JUL 16, 2007 |

The contract referenced above must be delivered subject to the requirements shown below and the delivery instructions on page 2 of this form.

This contract must be delivered no later than .

If it cannot be delivered by this date, it must be returned to the Service Center for cancellation. If it is not returned promptly, a noncompliance fee may be charged to that agent, and a default may be declared under your agency agreement with OM Financial Life.

A. RATING INFORMATION

1. ☒ Contract has been issued as applied for.
2. ☐ Contract has been issued other than applied for. Detailed letter sent under separate cover.

B. DELIVERY REQUIREMENTS Must be completed before POLICY is delivered.

1. ☒ **None** Delivery contract subject to **DELIVERY INSTRUCTIONS** on reverse and **DELIVERY CERTIFICATION** below.
2. ☐ **Premium**

| | |
|----------------------------|------------|
| Premium Due | |
| Amount Paid | 454,645.67 |
| Collect & Remit to Company | |
3. ☐ **Amendment to Application** Have the proposed insured sign and date both the copy attached to this form and the contract copy. Witness with your signature and **return the attached copy to the Service Center.**
4. ☐ **Illustration** Must be signed by Applicant and Agent and returned to the Service Center.
5. ☐ **First Draft/Payment will be due on:**

Any applicable refund will be sent under separate cover.

C. DELIVERY CERTIFICATION Must be complete and original returned to Service Center before commissions can be credited.

I (a) personally delivered this contract or (b) mailed this contract through certified mail, return receipt requested on _____, 20__ to the proposed insured/applicant subject to the **DELIVERY INSTRUCTIONS** on the reverse side of this form and completed all delivery requirements (which are attached.)

Agent Signature

Agent's Copy – Return to Service Center, New Business

DELIVERY REQUIREMENTS

Delivery is subject to completion of the requirements shown on the front side of this form and the following conditions for life insurance policies. The Policy may not be delivered until all requirements shown are completed. Upon delivery, execute the enclosed Delivery Receipt and return it to the Company's Home Office. If the Policy is delivered by mail, it must be delivered by certified, return receipt mail, and you must maintain the return receipt in your file.

FOR LIFE INSURANCE POLICIES ONLY

IMPORTANT:

- A. You must inquire and may not deliver this Policy if there has been any post-application change in the insurability of the proposed insured, including but not limited to the health or the occupation of the proposed insured. Notify the Company's Service Center immediately of any post-application changes and for further instruction.
- B. You must inquire and may not deliver this Policy if the proposed insured has consulted or been treated by any physician or practitioner since the Application for Insurance was originally made. Notify the Company's Service Center immediately of any post-application consult/treatment and for further instruction.
- C. You must inquire and may not deliver this Policy if there has been any change of health of the proposed insured indicative of a condition which may have existed prior to completion of and not disclosed on the Application. Notify the Company's Service Center immediately of changes of health and for further instruction.
- D. You may not deliver this Policy unless it is issued exactly as applied for, or as amended by the proposed insured with the knowledge and consent of the Company. Notify the Company's Service Center immediately of any inconsistency and for further instruction.
- E. This Policy will not take effect and may not be delivered unless each of the following conditions are met at the time of Delivery: (a) the Policy is delivered to the Owner during the lifetime of the Insured; (b) the Insured's health remains exactly as stated in the Application; and (c) the full initial premium for the mode of payment chosen has been received at the Company's Home Office and honored upon presentment.

DELIVERY RECEIPT

I hereby acknowledge receipt of the following documents from OM Financial Life Insurance Company on the date set forth below:

(check all that apply):

_____ Life Insurance Contract - By executing this Receipt, the Contract Owner further
acknowledges that the Insured's health and occupation have not changed since, and
that the Insured's health remains exactly as stated in, the Application for Insurance.
_____ Annuity Contract
_____ IRA Disclosure Statement
_____ Statement of Contract Cost and Benefit Information
_____ Contract Summary (applicable to FL,GA,MD,NV,NH,NC,SC,VT,WA & WI residents only)

Contract Owner:

_____ Date: _____
(signature)

Witness (Agent):

Issue State:

_____ PA
(signature)

Writing Agent's Number:

Contract Number:

_____ 000152758 _____ L9161845

OM FINANCIAL LIFE INSURANCE COMPANY
P.O. Box 81497
Lincoln, NE 68501

OM FINANCIAL LIFE INSURANCE COMPANY PRIVACY POLICY

At OM Financial Life, we realize that in this information age in which we live, people are concerned about protecting their privacy. We want you to know that OM Financial Life values you as a customer and we are committed to protecting your privacy. We think it's important for you to understand our policy and practices on privacy, which is why we're sending you this notice.

INFORMATION WE MAY COLLECT

We may collect the following types of non-public personal information about you in order to provide, administer and/or service our financial products and services, including life insurance policies and annuity contracts:

- Information from you (on applications or other forms you complete, through telephone or in-person interviews with your independent insurance agent or with our Service Center or otherwise) such as your name, address, telephone number, social security number, income and health information.
- Information about your transactions or experiences with us, our affiliates or third parties such as your insurance coverage, payroll data, account balances, and transactions completed with us.
- Information from your visits to our web site.
- Information from credit reporting agencies (e.g., credit history).
- Information from hospitals, doctors, laboratories and other companies concerning your past or present health condition for purposes of underwriting, claims processing, and such other purposes as you may authorize, or as otherwise permitted or required by law.

DISCLOSURE OF INFORMATION

We do not disclose non-public personal information about our customers or former customers to non-affiliated third parties except as permitted by law or as authorized by you in writing.

We may disclose, as allowed by law, all types of non-public personal information we collect, when needed, in the course of conducting our business. For example, we may disclose non-public personal information to third parties that perform servicing and administrative functions on our behalf, such as third party administrators and consultants. We may also disclose non-public personal information about you to insurance regulators, other government entities, reinsurers, organizations that perform claims investigations and as otherwise permitted by law. In addition, your independent insurance agent, and others assisting your agent, have access to your non-public personal information as needed to administer your business, provide service to you and make you aware of other financial products and services offered by OM Financial Life.

We reserve the right to disclose all of the non-public personal information we collect, as described above, to third parties that perform services on our behalf (including marketing services) or to other financial institutions with whom we have joint marketing agreements.

OM Financial Life is a member of the Old Mutual plc group of companies. Our affiliates include other financial service companies. We may disclose non-public personal information to our

affiliates for purposes such as servicing or administering your policy, fulfilling your requests, and management oversight.

We do not share personally identifiable health information unless you, or the applicable law, authorizes such sharing.

Our privacy policy applies to both current customers and former customers.

CONFIDENTIALITY AND SECURITY

We restrict access to your non-public personal information to those who need it to provide our financial protection and retirement savings products and services to you, and to maintain and improve customer service. We maintain physical, electronic, and procedural safeguards that comply with federal and state laws and regulations to guard your non-public personal information.

YOUR RIGHT TO ACCESS AND CORRECT INFORMATION

Upon your written request, we will send you a copy of relevant information we have about you in connection with your policy. Please address your request to **OM Financial Life** Service Center, P.O. Box 81497, Lincoln, Nebraska 68501. If you feel that our information is incorrect, let us know and we will review it. If we agree, we will correct our files. If we do not agree, you may file a short statement of dispute with us. This statement will be included with any information disclosure we make in the future, or sent to anyone you designate who may have received such information in the past two years, or as otherwise required by law.

CHANGES IN PRIVACY POLICY

We may choose to modify our policy regarding the treatment of non-public personal information at any time. Before we do so, we will notify you and provide an updated notice.

OM Financial Life Insurance Company – headquartered in Baltimore, Maryland - offers a diverse portfolio of annuities and life insurance products to help families and businesses achieve secure financial futures.

Incorporated in 1959, we are licensed in 49 states and in the District of Columbia. In New York, products are available through a wholly owned subsidiary.

OM Financial Life Insurance Company is a member of the Old Mutual plc group of companies. Founded in 1845, the London based Old Mutual is active in life insurance, asset management, banking, and property and casualty insurance. Old Mutual maintains its primary listing on the London Stock Exchange (LSE: OML) and ranks as a FTSE 100 financial services group.

As one of the first members of the Insurance Marketplace Standards Association, we subscribe to a strict set of standards that confirms our commitment to honesty, fairness, and integrity in every aspect of the sales and service of life and annuity products.

For more information about OM Financial Life's Financial Protection and Retirement Planning products, please visit us on the web at www.fglife.com.

OM FINANCIAL LIFE INSURANCE COMPANY

Name Change Endorsement

This endorsement is made a part of the policy or certificate to which it is attached. This endorsement should be attached to and made a part of your policy or certificate.

Effective as of January 1, 2007

Fidelity and Guaranty Life Insurance Company
has changed its name to:

OM Financial Life Insurance Company

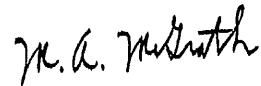
Company's Home Office Address is:
1001 Fleet Street
Baltimore, MD 21202

Company's Service Office Address is:
P.O. Box 81497
Lincoln, NE 68501

The Company's Toll-Free Number is:
1-888-513-8797



President



Secretary

P.O. Box 81497
Lincoln, NE 68501-1497
1-800-513-8797

BLANCHE OPPERMAN
105 BEACHLEY ST
MEYERSDALE, PA 15552

Dear Policy Owner,

It is a pleasure to welcome you to our growing family of annuity customers. Your recent purchase shows you recognize the importance of annuities in planning for a secure future. We are grateful that you have chosen to be part of your financial plan.

Furthermore, we want to assure you that we are prepared to serve you promptly and efficiently in all matters relating to your annuity. Should you wish to change your address, beneficiary, or other information, please notify us as noted below.

- headquartered in Baltimore, Maryland - offers a diverse portfolio of annuities and life insurance products to help families and businesses achieve secure financial futures.

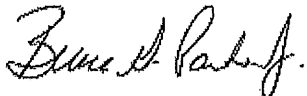
Incorporated in 1959, we are licensed in 49 states and in the District of Columbia. In New York, products are available through a wholly owned subsidiary.

is a member of the Old Mutual plc group of companies. Founded in 1845, the London based Old Mutual is active in life insurance, asset management, banking, and property and casualty insurance. Old Mutual maintains its primary listing on the London Stock Exchange (LSE: OML) and ranks as a FTSE 100 financial services group.

You'll also be glad to know that is a proud supporter of the Life and Health Insurance Foundation for Education (L.I.F.E.). And, as one of the first members of the Insurance Marketplace Standards Association, we subscribe to a strict set of standards that confirms our commitment to honesty, fairness, and integrity in every aspect of the sales and service of life and annuity products.

If you have any questions or need customer service, please contact your agent or our Service Center. Our Service Center can be reached at 1-888-513-8797, on the Internet at www.omfn.com, or by e-mail at service@fqlife.com. Again, thank you for your expression of confidence in our Company. We appreciate your business.

Sincerely,



Bruce Parker
President

BUYER'S GUIDE TO FIXED DEFERRED ANNUITIES WITH APPENDIX FOR EQUITY-INDEXED ANNUITIES

Prepared by the

NAIC

National Association of Insurance Commissioners

The National Association of Insurance Commissioners is an association of state insurance regulatory officials.

This association helps the various insurance departments to coordinate insurance laws for the benefit of all consumers.

This guide does not endorse any company or policy.

Reprinted by...

OM Financial Life Insurance Company
Americom Life and Annuity Insurance Company

IT IS IMPORTANT

that you understand the differences among various annuities, so you can choose the kind that best fits your needs. This guide focuses on fixed deferred annuity contracts. There is, however, a brief description of variable annuities. If you're thinking of buying an equity-indexed annuity, an appendix to this guide will give you specific information. This Guide isn't meant to offer legal, financial or tax advice. You may want to consult independent advisors. At the end of this Guide are questions you should ask your agent or the company. Make sure you're satisfied with the answers before you buy.

WHAT IS AN ANNUITY?

An annuity is a contract in which an insurance company makes a series of income payments at regular intervals in return for a premium or premiums you have paid. Annuities are most often bought for future retirement income. Only an annuity can pay an income that can be guaranteed to last as long as you live.

An annuity is neither a life insurance nor a health insurance policy. It's not a savings account or a savings certificate. You shouldn't buy an annuity to reach short-term financial goals.

Your value in an annuity contract is the premiums you've paid, less any applicable charges, plus interest credited. The insurance company uses the value to figure the amount of most of the benefits that you can choose to receive from an annuity contract. This guide explains how interest is credited as well as some typical charges and benefit of annuity contracts.

A deferred annuity has two parts or periods. During the accumulation period, the money you put into the annuity, less any applicable charges, earns interest. The earnings grow tax-deferred as long as you leave them in the annuity. During the second period, called the payout period, the company pays income to you or to someone you choose.

WHAT ARE THE DIFFERENT KINDS OF ANNUITIES?

This guide explains major differences in different kinds of annuities to help you understand how each might meet your needs. But look at the specific terms of an individual contract you're considering and the disclosure document you receive. If your annuity is being used to fund or provide benefits under a pension plan, the benefits you get will depend on the terms of the plan. Contact your pension plan administrator for information.

SINGLE PREMIUM OR MULTIPLE PREMIUM

You pay the insurance company only one payment for a single premium annuity. You make a series of payments for a multiple premium annuity. There are two kinds of multiple premium annuities. One kind is a flexible premium contract. Within set limits, you pay as much premium as you want, whenever you want. In the other kind, a scheduled premium annuity, the contract spells out your payments and how often you'll make them.

IMMEDIATE OR DEFERRED

With an immediate annuity, income payments start no later than one year after you pay the premium. You usually pay for an immediate annuity with one payment.

The income payments from a deferred annuity often start many years later. Deferred annuities have an accumulation period, which is the time between when you start paying premiums and when income payments start.

FIXED OR VARIABLE***Fixed***

During the accumulation period of a fixed deferred annuity, your money (less any applicable charges) earns interest at rates set by the insurance company or in a way spelled out in the annuity contract. The company guarantees that it will pay no less than a minimum rate of interest. During the payout period, the amount of each income payment to you is generally set when the payments start and will not change.

Variable

During the accumulation period of a variable annuity, the insurance company puts your premiums (less any applicable charges) into a separate account. You decide how the company will invest those premiums, depending on how much risk you want to take. You may put your premium into a stock, bond or other account, with no guarantees, or into a fixed account, with a minimum guaranteed interest. During the payout period of a variable annuity, the amount of each income payment to you may be fixed (set at the beginning) or variable (changing with the value of the investments in the separate account).

HOW ARE THE INTEREST RATES SET FOR MY FIXED DEFERRED ANNUITY?

During the accumulation period, your money (less any applicable charges) earns interest at rates that change from time to time. Usually, what these rates will be is entirely up to the insurance company.

CURRENT INTEREST RATE

The current rate is the rate the company decides to credit to your contract at a particular time. The company will guarantee it will not change for some time period.

The initial rate is an interest rate the insurance company may credit for a set period of time after you first buy your annuity. The initial rate in some contracts may be higher than it will be later. This is often called a bonus rate.

The renewal rate is the rate credited by the company after the end of the set time period. The contract tells how the company will set the renewal rate, which may be tied to an external reference or index.

MINIMUM GUARANTEED RATE

The minimum guaranteed interest rate is the lowest rate your annuity will earn. This rate is stated in the contract.

MULTIPLE INTEREST RATES

Some annuity contracts apply different interest rates to each premium you pay or to premiums you pay during different time periods.

Other annuity contracts may have two or more accumulated values that fund different benefit options. These accumulated values may use different interest rates. You get only one of the accumulated values depending on which benefit you choose.

WHAT CHARGES MAY BE SUBTRACTED FROM MY FIXED DEFERRED ANNUITY?

Most annuities have charges related to the cost of selling or servicing it. These charges may be subtracted directly from the contract value. Ask your agent or the company to describe the charges that apply to your annuity. Some examples of charges, fees and taxes are:

SURRENDER OR WITHDRAWAL CHARGES

If you need access to your money, you may be able to take all or part of the value out of your annuity at any time during the accumulation period. If you take out part of the value, you may pay a withdrawal charge. If you take out all of the value and surrender, or terminate, the annuity, you may pay a surrender charge. In either case, the company may figure the charge as a percentage of the value of the contract, of the premiums you've paid or of the amount you're withdrawing. The company may reduce or even eliminate the surrender charge after you've had the contract for a stated number of years. A company may waive the surrender charge when it pays a death benefit.

Some annuities have stated terms. When the term is up, the contract may automatically expire or renew. You're usually given a short period of time, called a window, to decide if you want to renew or surrender the annuity. If you surrender during the window, you won't have to pay surrender charges. If you renew, the surrender or withdrawal charges may start over.

In some annuities, there is no charge if you surrender your contract when the company's current interest rate falls below a certain level. This may be called a bail-out option.

In a multiple-premium annuity, the surrender charge may apply to each premium paid for a certain period of time. This may be called a rolling surrender or withdrawal charge.

Some annuity contracts have a market value adjustment feature. If interest rates are different when you surrender your annuity than when you bought it, a market value adjustment may make the cash surrender value higher or lower. Since you and the insurance company share this risk, an annuity with a MVA feature may credit a higher rate than an annuity without that feature.

Be sure to read the Tax Treatment section and ask your tax advisor for information about possible tax penalties on withdrawals.

FREE WITHDRAWAL

Your annuity may have a limited free withdrawal feature. That lets you make one or more withdrawals without a charge. The size of the free withdrawal is often limited to a set percentage of your contract value. If you make a larger withdrawal, you may pay withdrawal charges. You may lose any interest above the minimum guaranteed rate on the amount withdrawn. Some annuities waive withdrawal charges in certain situations, such as death, confinement in a nursing home or terminal illness.

CONTRACT FEE

A contract fee is a flat dollar amount charged either once or annually.

TRANSACTION FEE

A transaction fee is a charge per premium payment or other transaction.

PERCENTAGE OF PREMIUM CHARGE

A percentage of premium charge is a charge deducted from each premium paid. The percentage may be lower after the contract has been in force for a certain number of years or after total premiums paid have reached a certain amount.

PREMIUM TAX

Some states charge a tax on annuities. The insurance company pays this tax to the state. The company may subtract the amount of the tax when you pay your premium, when you withdraw your contract value, when you start to receive income payments or when it pays a death benefit to your beneficiary.

WHAT ARE SOME FIXED DEFERRED ANNUITY CONTRACT BENEFITS?**ANNUITY INCOME PAYMENTS**

One of the most important benefits of deferred annuities is your ability to use the value built up during the accumulation period to give you a lump sum payment or to make income payments during the payout period. Income payments are usually made monthly but you may choose to receive them less often. The size of income payments is based on the accumulated value in your annuity and the annuity's benefit rate in effect when income payments start. The benefit rate usually depends on your age and sex, and the annuity payment option you choose. For example, you might choose payments that continue as long as you live, as long as your spouse lives or for a set number of years.

There is a table of guaranteed benefit rates in each annuity contract. Most companies have current benefit rates as well. The company can change the current rates at any time, but the current rates can never be less than the guaranteed benefit rates. When income payments start, the insurance company generally uses the benefit rate in effect at the time to figure the amount of your income payment.

Companies may offer various income payment options. You (the owner) or another person that you name may choose the option. The options are described here as if the payments are made to you.

Life Only

The company pays income for your lifetime. It doesn't make any payments to anyone after you die. This payment option usually pays the highest income possible. You might choose it if you have no dependents, if you have taken care of them through other means or if the dependents have enough income of their own.

Life Annuity with Period Certain

The company pays income for as long as you live and guarantees to make payments for a set number of years even if you die. This period certain is usually 10 or 20 years. If you live longer than the period certain, you'll continue to receive payments until you die. If you die during the period certain, your beneficiary gets regular payments for the rest of that period. If you die after the period certain, your beneficiary doesn't receive any payments from your annuity. Because the "period certain" is an added benefit, each income payment will be smaller than in a life-only option.

Joint and Survivor

The company pays income as long as either you or your beneficiary lives. You may choose to decrease the amount of the payments after the first death. You may also be able to choose to have payments continue for a set length of time. Because the survivor feature is an added benefit, each income payment is smaller than in a life-only option.

DEATH BENEFIT

In some annuity contracts, the company may pay a death benefit to your beneficiary if you die before the income payments start. The most common death benefit is the contract value or the premiums paid, whichever is more.

CAN MY ANNUITY'S VALUE BE DIFFERENT DEPENDING ON MY CHOICE OF BENEFIT?

While all deferred annuities offer a choice of benefits, some use different accumulated values to pay different benefits. For example, an annuity may use one value if annuity payments are for retirement benefits and a different value if the annuity is surrendered. As another example, an annuity may use one value for long-term care benefits and a different value if the annuity is surrendered. You can't receive more than one benefit at the same time.

WHAT ABOUT THE TAX TREATMENT OF ANNUITIES?

Below is a general discussion about taxes and annuities. You should consult a professional tax advisor to discuss your individual tax situation.

Under current federal law, annuities receive special tax treatment. Income tax on annuities is deferred, which means you aren't taxed on the interest your money earns while it stays in the annuity. Tax-deferred accumulation isn't the same as tax-free accumulation. An advantage of tax deferral is that the tax bracket you're in when you receive annuity income payments may be lower than the one you're in during the accumulation period. You'll also be earning interest on the amount you would have paid in taxes during the accumulation period. Most states' tax laws on annuities follow the federal law.

Part of the payments you receive from an annuity will be considered as a return of the premium you've paid. You won't have to pay taxes on that part. Another part of the payments is considered interest you've earned. You must pay taxes on the part that is considered interest when

you withdraw the money. You may also have to pay a 10% tax penalty if you withdraw the accumulation before age 59 ½. The Internal Revenue Code also has rules about distributions after the death of a contract holder.

Annuities used to fund certain employee pension benefit plans (those under Internal Revenue Code Sections 401(a), 401(k), 403(b), 457 or 414) defer taxes on plan contributions as well as on interest or investment income. Within the limits set by the law, you can use pretax dollars to make payments to the annuity. When you take money out, it will be taxed.

You can also use annuities to fund traditional and Roth IRAs under Internal Revenue Code Section 408. If you buy an annuity to fund an IRA, you'll receive a disclosure statement describing the tax treatment.

WHAT IS A "FREE LOOK" PROVISION?

Many states have laws which give you a set number of days to look at the annuity contract after you buy it. If you decide during that time that you don't want the annuity, you can return the contract and get all your money back. This is often referred to as a free look or right to return period. The free look period should be prominently stated in your contract. Be sure to read your contract carefully during the free look period.

HOW DO I KNOW IF A FIXED DEFERRED ANNUITY IS RIGHT FOR ME?

The questions listed below may help you decide which type of annuity, if any, meets your retirement planning and financial needs. You should think about what your goals are for the money you may put into the annuity. You need to think about how much risk you're willing to take with the money. Ask yourself:

- How much retirement income will I need in addition to what I will get from Social Security and my pension?
- Will I need that additional income only for myself or for myself and someone else?
- How long can I leave my money in the annuity?
- When will I need income payments?
- Does the annuity let me get money when I need it?
- Do I want a fixed annuity with a guaranteed interest rate and little or no risk of losing the principal?
- Do I want a variable annuity with the potential for higher earnings that aren't guaranteed and the possibility that I may risk losing principal?
- Or, am I somewhere in between and willing to take some risks with an equity-indexed annuity?

WHAT QUESTIONS SHOULD I ASK MY AGENT OR THE COMPANY?

- Is this a single premium or multiple premium contract?
- Is this an equity-indexed annuity?
- What is the initial interest rate and how long is it guaranteed?
- Does the initial rate include a bonus rate and how much is the bonus?
- What is the guaranteed minimum interest rate?
- What renewal rate is the company crediting on annuity contracts of the same type that were issued last year?
- Are there withdrawal or surrender charges or penalties if I want to end my contract early and take out all of my money? How much are they?
- Can I get a partial withdrawal without paying surrender or other charges or losing interest?
- Does my annuity waive withdrawal charges for reasons such as death, confinement in a nursing home or terminal illness?
- Is there a market value adjustment (MVA) provision in my annuity?
- What other charges, if any, may be deducted from my premium or contract value?
- If I pick a shorter or longer payout period or surrender the annuity, will the accumulated value or the way interest is credited change?
- Is there a death benefit? How is it set? Can it change?
- What income payment options can I choose? Once I choose a payment option, can I change it?

FINAL POINTS TO CONSIDER

Before you decide to buy an annuity, you should review the contract. Terms and conditions of each annuity contract will vary.

Ask yourself if, depending on your needs or age, this annuity is right for you. Taking money out of an annuity may mean you must pay taxes. Also, while it's sometimes possible to transfer the value of an older annuity into a new annuity, the new annuity may have a new schedule or charges that could mean new expenses you must pay directly or indirectly.

You should understand the long-term nature of your purchase. Be sure you plan to keep an annuity long enough so that the charges don't take too much of the money you put in. Be sure you understand the effect of all charges.

If you're buying an annuity to fund an IRA or other tax-deferred retirement program, be sure that you're eligible. Also, ask if there are any restrictions connected with the program.

Remember that the quality of service that you can expect from the company and the agent is a very important factor in your decision.

When you receive your annuity contract, **READ IT CAREFULLY!!** Ask the agent and company for an explanation of anything you don't understand. Do this before any free look period ends.

Compare information for similar contracts from several companies. Comparing products may help you make a better decision.

If you have a specific question or can't get answers you need from the agent or company, contact your state insurance department.

APPENDIX 1 – EQUITY-INDEXED ANNUITIES

This appendix to the Buyer's Guide for Fixed Deferred Annuities will focus on equity-indexed annuities. Like other types of fixed deferred annuities, equity-indexed annuities provide for annuity income payments, death benefits and tax-deferred accumulation. You should read the Buyer's Guide for general information about those features and about provisions such as withdrawal and surrender charges.

WHAT ARE EQUITY-INDEXED ANNUITIES?

An equity-indexed annuity is a fixed annuity, either immediate or deferred, that earns interest or provides benefits that are linked to an external equity reference or an equity index. The value of the index might be tied to a stock or other equity index. One of the most commonly used indices is Standard & Poor's 500 Composite Stock Price Index (the S&P 500), which is an equity index. The value of any index varies from day to day and is not predictable.

When you buy an equity-indexed annuity you own an insurance contract. You are not buying share of any stock or index.

While immediate equity-indexed annuities may be available, this appendix will focus on deferred equity-indexed annuities.

HOW ARE THEY DIFFERENT FROM OTHER FIXED ANNUITIES?

An equity-indexed annuity is different from other fixed annuities because of the way it credits interest to your annuity's value. Some fixed annuities only credit interest calculated at a rate set in the contract. Other fixed annuities also credit interest at rates set from time to time by the insurance company. Equity-indexed annuities credit interest using a formula based on changes in the index to which the annuity is linked. The formula decides how the additional interest, if any, is calculated and credited. How much additional interest you get and when you get it depends on the features of your particular annuity.

Your equity-indexed annuity, like other fixed annuities, also promises to pay a minimum interest rate. The rate that will be applied will not be less than this minimum guaranteed rate even if the index-linked interest rate is lower. The value of your annuity also will not drop below a guaranteed minimum. For example, many single premium contracts guarantee the minimum value will never be less than 90 percent of the premium paid, plus at least 3% in annual interest (less any partial withdrawals). The guaranteed value is the minimum amount available during a term for withdrawals, as well as for some annuitizations (see "Annuity Income Payments") and death benefits. The insurance company will adjust the value of the annuity at the end of each term to reflect any index increases.

WHAT ARE SOME EQUITY-INDEXED ANNUITY CONTRACT FEATURES?

Two features that have the greatest effect on the amount of additional interest that may be credited to an equity-indexed annuity are the indexing method and the participation rate. It is important to understand the features and how they work together. The following describes some other equity-indexed annuity features that affect the index-linked formula.

INDEXING METHOD

The indexing method means the approach used to measure the amount of change, if any, in the index. Some of the most common indexing methods, which are explained more fully later on, include annual reset (ratcheting), high-water mark and point-to-point.

TERM

The index term is the period over which index-linked interest is calculated; the interest is credited to your annuity at the end of a term. Terms are generally from one to ten years, with six or seven years being most common. Some annuities offer single terms while others offer multiple, consecutive terms. If your annuity has multiple terms, there will usually be a window at the end of each term, typically 30 days, during which you may withdraw your money without penalty. For installment premium annuities, the payment of each premium may begin a new term for that premium.

PARTICIPATION RATE

The participation rate decides how much of the increase in the index will be used to calculate index-linked interest. For example, if the calculated change in the index is 9% and the participation rate is 70%, the index-linked interest rate for your annuity will be 6.3% ($9\% \times 70\% = 6.3\%$). A company may set a different participation rate for newly issued annuities as often as each day. Therefore, the initial participation rate in your annuity will depend on when it is issued by the company. The company usually guarantees the participation rate for a specific period (from one year to the entire term). When that period is over, the company sets a new participation rate for the next period. Some annuities guarantee that the participation rate will never be set lower than a specified minimum or higher than a specified maximum.

CAP RATE OR CAP

Some annuities may put an upper limit, or cap, on the index-linked interest rate. This is the maximum rate of interest the annuity will earn. In the example given above, if the contract has a 6% cap rate, 6%, and not 6.3%, would be credited. Not all annuities have a cap rate.

FLOOR ON EQUITY INDEX-LINKED INTEREST

The floor is the minimum index-linked interest rate you will earn. The most common floor is 0%. A 0% floor assures that even if the index decreases in value, the index-linked interest that you earn will be zero and not negative. As in the case of a cap, not all annuities have a stated floor on index-linked interest rates. But in all cases, your fixed annuity will have a minimum guaranteed value.

AVERAGING

In some annuities, the average of an index's value is used rather than the actual value of the index on a specified date. The index averaging may occur at the beginning, the end, or throughout the entire term of the annuity.

INTEREST COMPOUNDING

Some annuities pay simple interest during an index term. That means index-linked interest is added to your original premium amount but does not compound during the term. Others pay compound interest during a term, which means that index-linked interest that has already been credited also earns interest in the future. In either case, however, the interest earned in one term is usually compounded in the next.

MARGIN/SPREAD/ADMINISTRATIVE FEE

In some annuities, the index-linked interest rate is computed by subtracting a specific percentage from any calculated change in the index. The percentage, sometimes referred to as the "margin," "spread," or "administrative fee," might be instead of, or in addition to, a participation rate. For example, if the calculated change in the index is 10%, your annuity might specify that 2.25% will be subtracted from the rate to determine the interest rate credited. In this example, the rate would be 7.75% ($10\% - 2.25\% = 7.75\%$). In this example, the company subtracts the percentage only if the change in the index produces a positive interest rate.

VESTING

Some annuities credit none of the index-linked interest or only part of it, if you take out all your money before the end of the term. The percentage that is vested, or credited, generally increases as the term comes closer to its end and is always 100% at the end of the term.

HOW DO THE COMMON INDEXING METHODS DIFFER?

ANNUAL RESET

Index-linked interest, if any, is determined each year by comparing the index value at the end of the contract year with the index value at the start of the contract year. Interest is added to your annuity each year during the term.

HIGH-WATER MARK

The index-linked interest, if any, is decided by looking at the index value at various points during the term, usually the annual anniversaries of the date you bought the annuity. The interest is based on the difference between the highest index value and the index value at the start of the term. Interest is added to your annuity at the end of the term.

LOW-WATER MARK

The index-linked interest, if any, is determined by looking at the index value at various points during the term, usually the annual anniversaries of the date you bought the annuity. The interest is based on the difference between the index value at the end of the term and the lowest index value. Interest is added to your annuity at the end of the term.

POINT-TO-POINT

The indexed-linked interest, if any, is based on the difference between the index value at the end of the term and the index value at the start of the term. Interest is added to your annuity at the end of the term.

WHAT ARE SOME OF THE FEATURES AND TRADE-OFFS OF DIFFERENT INDEXING METHODS?

FEATURES

ANNUAL RESET

Since the interest earned is "locked in" annually and the index value is "reset" at the end of each year, future decreases in the index will not affect the interest you have already earned. Therefore, your annuity using the annual reset method may credit more interest than annuities using other methods when the index fluctuates up and down often during the term. This design is more likely than others to give you access to index-linked interest before the term ends.

HIGH-WATER MARK

Since interest is calculated using the highest value of the index on a contract anniversary during the term, this design may credit higher interest than some other designs if the index reaches a high point early or in the middle of the term, then drops off at the end of the term.

LOW-WATER MARK

Since interest is calculated using the lowest value of the index prior to the end of the term, this design may credit higher interest than some other designs if the index reaches a low point early or in the middle of the term and then rises at the end of the term.

POINT-TO-POINT

Since interest cannot be calculated before the end of the term, use of this design may permit a higher participation rate than annuities using other designs.

Generally, equity-indexed annuities offer preset combinations of features. You may have to make trade-offs to get features you want in an annuity. This means the annuity you chose may also have features you don't want.

TRADE-OFFS**ANNUAL RESET**

Your annuity's participation rate may change each year and generally will be lower than that of other indexing methods. Also an annual reset design may use a cap or averaging to limit the total amount of interest you might earn each year.

HIGH-WATER MARK

Interest is not credited until the end of the term. In some annuities, if you surrender your annuity before the end of the term, you may not get index-linked interest for that term. In other annuities, you may receive index-linked interest, based on the highest anniversary value to date and the annuity's vesting schedule. Also, contracts with this design may have a lower participation rate than annuities using other designs or may use a cap to limit the total amount of interest you might earn.

LOW-WATER MARK

Interest is not credited until the end of the term. With some annuities, if you surrender your annuity before the end of the term, you may not get index-linked interest for that term. In other annuities, you may receive index-linked interest based on a comparison of the lowest anniversary value to date with the index value at surrender and the annuity's vesting schedule. Also, contracts with this design may have a lower participation rate than annuities using other designs or may use a cap to limit the total amount of interest you might earn.

POINT-TO-POINT

Since interest is not credited until the end of the term, typically six or seven years, you may not be able to get the index-linked interest until the end of the term.

WHAT IS THE IMPACT OF SOME OTHER EQUITY-INDEXED ANNUITY PRODUCT FEATURES?**CAP ON INTEREST EARNED**

While a cap limits the amount of interest you might earn each year, annuities with this feature may have other product features you want, such as annual interest crediting or the ability to take partial withdrawals. Also, annuities that have a cap may have a higher participation rate.

AVERAGING

Averaging at the beginning of a term protects you from buying your annuity at a high point, which would reduce the amount of interest you might earn. Averaging at the end of the term protects you against severe declines in the index and losing index-linked interest as a result. On the other hand, averaging may reduce the amount of index-linked interest you earn when the index rises either near the start or at the end of the term.

PARTICIPATION RATE

The participation rate may vary greatly from one annuity to another and from time to time within a particular annuity. Therefore, it is important for you to know how your annuity's participation rate works with the indexing method. A high participation rate may be offset by other features, such as simple interest, averaging, or a point-to-point indexing method. On the other hand, an insurance company may offset a lower participation rate by also offering a feature such as an annual reset indexing method.

INTEREST COMPOUNDING

It is important for you to know whether your annuity pays compound or simple interest during a term. While you may earn less from an annuity that pays simple interest, it may have other features you want, such as a higher participation rate.

WHAT WILL IT COST ME TO TAKE MY MONEY OUT BEFORE THE END OF THE TERM?

In addition to the information discussed in this Buyer's Guide about surrender and withdrawal charges and free withdrawals, there are additional considerations for equity-indexed annuities. Some annuities credit none of the index-linked interest or only part of it if you take out money before the end of the term. The percentage that is vested, or credited, generally increases as the term comes closer to its end and is always 100% at the end of the term.

ARE DIVIDENDS INCLUDED IN THE INDEX?

Depending on the index used, stock dividends may or may not be included in the index's value. For example, the S&P 500 is a stock price index and only considers the prices of stocks. It does not recognize any dividends paid on those stocks.

HOW DO I KNOW IF AN EQUITY-INDEXED ANNUITY IS RIGHT FOR ME?

The questions listed below may help you decide which type of annuity, if any, meets your retirement planning and financial needs. You should consider what your goals are for the money you may put into the annuity. You need to think about how much risk you're willing to take with the money. Ask yourself:

- Am I interested in a variable annuity with the potential for higher earnings that are not guaranteed and willing to risk losing the principal?
- Is a guaranteed interest rate more important to me, with little or no risk of losing the principal?
- Or, am I somewhere in between these two extremes and willing to take some risks?

HOW DO I KNOW WHICH EQUITY-INDEXED ANNUITY IS BEST FOR ME?

As with any other insurance product, you must carefully consider your own personal situation and how you feel about the choices available. No single annuity design may have all the features you want. It is important to understand the features and trade-offs available so you can choose the annuity that is right for you. Keep in mind that it may be misleading to compare one annuity to another unless you compare all the other features of each annuity. You must decide for yourself what combination of features makes the most sense for you. Also remember that it is not possible to predict the future behavior of an index.

QUESTIONS YOU SHOULD ASK YOUR AGENT OR THE COMPANY

You should ask the following questions about equity-indexed annuities in addition to the questions in the Buyer's Guide to Fixed Deferred Annuities.

- How long is term?
- What is the guaranteed minimum interest rate?
- What is the participation rate? For how long is the participation rate guaranteed?
- Is there a minimum participation rate?
- Does my contract have an interest rate cap? What is it?
- Does my contract have an interest rate floor? What is it?
- Is interest rate averaging used? How does it work?
- Is interest compounded during a term?
- Is there a margin, spread, or administrative fee? Is that in addition to or instead of a participation rate?
- What indexing method is used in my contract?
- What are the surrender charges or penalties if I want to end my contract early and take out all of my money?
- Can I get a partial withdrawal without paying charges or losing interest? Does my contract have vesting? If so, what is the rate of vesting?

FINAL POINTS TO CONSIDER

Remember to read your annuity contract carefully when you receive it. Ask your agent or insurance company to explain anything you don't understand. If you have a specific complaint or can't get answers you need from the agent or company, contact your state insurance department.

OM FINANCIAL LIFE INSURANCE COMPANY

A STOCK COMPANY

Home Office: Baltimore, Maryland

GROUP FLEXIBLE PREMIUM DEFERRED ANNUITY CERTIFICATE

This certificate is issued to the Owner named on the certificate information page and is evidence of the Owner's interest under the Group Contract. The Group Contract is issued to the Contractholder by the Company.

This certificate is issued in consideration of the application and payment of the initial premium. The premium(s) and any interest credited thereon accumulate until the annuity date. If the annuity date is after the fifth certificate anniversary, we will apply the greater of the account value or the minimum guaranteed surrender value to the annuity option then in effect. If the annuity date is before the fifth certificate anniversary, we will apply the greater of the surrender value or the minimum guaranteed surrender value to the annuity option then in effect.

READ YOUR CERTIFICATE CAREFULLY. This certificate is part of a legal Contract between the Contractholder and the Company. It is evidence of your benefits under that Group Contract. This annuity contains terms and provisions that are applicable to all Owners under the Group Contract. A copy of the Group Contract is held by the Contractholder. The terms of this certificate are contained on this page and those which follow.

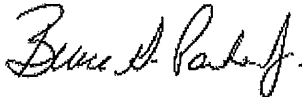
RIGHT TO CANCEL. If you decide not to keep this certificate, return it within 10 days after you receive it. It may be returned to any of our agents or it may be mailed to us. The return of this certificate will void it from the beginning. Any premium paid will be refunded within 10 days of our receipt of this certificate.

The credited interest rate for the fixed interest option is guaranteed for the time period shown on the certificate information page.

YOU HAVE PURCHASED AN ANNUITY CERTIFICATE. CAREFULLY REVIEW THIS CERTIFICATE FOR LIMITATIONS. CANCELLATION MAY RESULT IN A SUBSTANTIAL PENALTY KNOWN AS A SURRENDER CHARGE.

Nonparticipating: dividends are not payable.

Signed for the Company.



President

AGENT NAME AND ADDRESS:
WILLIAM B BAILEY
INSURANCE SERVICES
2913 EL CAMINO REAL STE 443
TUSTIN, CA 92782

(If applicable)

Countersigned at:

City: _____ State: _____ Date: _____

By Agent: _____

NOTICE TO OWNER: If you have questions, need information about this certificate, or need assistance in resolving a complaint, please call us at 1-888-513-8797.

| | | | |
|--------------------------|---|-----------------------------|-------------------|
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| | Certificate Information2 | Certificate Values5 | Surrenders5 |
| | Guaranteed Monthly Payment Tables9-10 | | |

CERTIFICATE INFORMATION

| | | |
|---|---------------------------|---|
| Certificate Number: L9161845 | Contract Number: 100136 | Contract Holder: Trustee for Fidelity and Guaranty Life Group Insurance Trust |
| Owner(s) Name(s): BLANCHE OPPERMAN | Birth Date(s): [REDACTED] | Social Security Number(s): [REDACTED] |
| Annuitant(s) Name(s): BLANCHE OPPERMAN | Birth Date(s): [REDACTED] | Date of Issue: July 22, 2007 |
| | | Certificate Anniversary: July 22nd |
| Beneficiary: Beneficiary is as named in the application or in the most recent beneficiary change sent to our home office. (Second named annuitant, if any, is the joint or contingent annuitant, as applicable.) | | |

Annuity Option: Option 2. Life Income With A Guaranteed Period Of 10 Years (This annuity option is described in the annuity benefits section.)
Annuity Date: July 22, 2025

| Interest Crediting Option(s) | Initial Premium Allocated | Index Crediting Period | Cap* | Minimum Guaranteed Surrender Value (MGSV) Accumulation Interest Rate |
|---|---------------------------|------------------------|-------------------|--|
| One-Year S&P 500 Monthly Point-to-Point | \$0 | 1 | 2.50% monthly cap | 2.45% |
| Two-Year S&P 500 Monthly Point-to-Point | \$0 | 2 | 3.50% monthly cap | 2.45% |
| Three-Year S&P 500 Monthly Point-to-Point | \$0 | 3 | 4.25% monthly cap | 2.45% |
| One Year S&P 500 Monthly Average | \$0 | 1 | 7.50% annual cap | 2.45% |
| One Year S&P 500 Annual Point to Point | \$0 | 1 | 6.00% annual cap | 2.45% |
| Fixed Interest Option ** | \$454,645 | NA | NA | 2.45% |
| Total Account Value/Initial Premium Paid: | \$454,646 *** | | | |

* The cap rate is declared in advance and guaranteed for the Index crediting period.

** Any premium allocation to the fixed interest option, will be credited with an effective annual interest rate of 2.75% from July 22, 2007 through July 21, 2008. The guaranteed minimum effective annual interest rate is 2.45% for each certificate year until the annuity date. We may, at our discretion, declare current credited interest rates in excess of the guaranteed minimum rate. Any additional premiums paid into the fixed interest option will be credited with the then current credited interest rate.

***Additional Interest: Any premium paid during the first twelve months will be credited with an additional interest rate of 6% credited on the day that the premium was applied.

| Surrender Charges | | | | | | | | | | | | | | |
|-------------------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|---------|---------|
| Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Year 11 | Year 12 | Year 13 | Year 14 | Year 15 |
| 13.25% | 13.25% | 13.00% | 12.00% | 11.00% | 10.00% | 9.00% | 8.00% | 7.00% | 6.00% | 5.00% | 4.00% | 3.00% | 2.00% | 0.00% |

Riders and Endorsements Attached:

One –Year Monthly Point-To-Point Equity Index Option Rider, FGL 1YMPTP-F-C (2003)
Two – Year Monthly Point-To-Point Equity Index Option Rider, FGL 2YMPTP-F-C (2003)
Three – Year Monthly Point-To-Point Equity Index Option Rider, FGL 3YMPTP-F-C (2003)
One – Year Monthly Average Equity Index Option Rider, FGL 1YMA-C (6-04)
One Year Annual Point to Point Equity Index Option Rider, FGL 1YAPTP-C (6-04)
Free Surrender Partial Withdrawals Rider, FGL FS-FLEX-C (2001)
Additional Interest Rider, FGL PBIR-C (2003)
Death of Owner Rider, FGL DOO 1-C (2003)
Nursing Home Rider, FGL NH1-C (2003)
Terminal Illness Rider, FGL TI 1-C (2003)
Unemployment Rider, FGL UE 1-C (2003)

The information regarding the owner, beneficiary, annuitant, annuity option, and annuity date is subject to any change submitted and on record.

DEFINITIONS

Age

Any provisions referring to age mean the age at the last birthday.

Annuitant

The natural person on whose life the amount and duration of annuity payments depend. A joint annuitant or a contingent annuitant is a second person on whose life the amount and duration of annuity payments may depend. The annuitant may not be changed on or after the annuity date.

Annuity Date

This date is when the annuity payments begin and is shown on the certificate information page. The annuity payments are calculated on this date. The annuity option and the amount and frequency of annuity payments become fixed on this date.

Annuity Option

One of the annuity options described in the **Annuity Benefits** section.

Beneficiary

The person last named by the Owner or his or her designee to receive the proceeds upon the death of the Owner. The beneficiary or contingent beneficiary may also become the Owner of this certificate as described under the **Death of Owner** provision in the **Death** section.

Certificate Anniversary

The certificate anniversary is the day and month that coincide with the date of issue in subsequent years after issue. References to the "prior certificate anniversary" during the first year following the date of issue shall be deemed to refer to the date of issue.

Code

The Internal Revenue Code, as amended. All references in this certificate or in any attached rider, to any section of the Code or regulations include any amended or successor sections or regulations, as appropriate or required.

Date of Issue

The date of issue is shown on the certificate information page. Certificate months, years, and anniversaries are measured from this date.

Group Contract

The Group Flexible Premium Deferred Annuity Contract under which this certificate is issued.

Interest-Bearing Checking Account

When this certificate describes any amounts which are payable by us, whether it is for surrenders, withdrawals, annuity payments, or a lump-sum death benefit, at our option, those payments may be made into an interest-bearing checking account established in the name of the Owner, payee or recipient, as appropriate. The Owner, payee or recipient, as appropriate, will be able to withdraw all or part of the proceeds in this account at any time. This does not apply to payments which are requested to be made to companies other than us. You may contact us for any information regarding this account. You may also request that we do not place the payments into this account.

Nonnatural Person

A corporation, trust, estate, partnership, or other non-individual.

Owner

The person named in the application or in the most recent change on record entitled to Ownership rights stated in this certificate. "Owner" includes any person who succeeds to the Ownership rights of this certificate under the **Death of Owner** provision in the **Death** section.

Premiums

The initial premium is paid on the date of issue. At any time before the annuity date, additional premiums may be made in an amount equal or greater than \$2,000. The additional premiums are paid into the fixed interest option's account value initially.

We, Our, Us, Company

OM Financial Life Insurance Company.

Written Request

A request written to us and received by us on a form satisfactory to us.

You, Your

The Owner.

GENERAL PROVISIONS

Any reference to annuitant, joint annuitant, beneficiary, contingent beneficiary, irrevocable beneficiary, Owner, contingent owner, and/or payee, may include multiple persons.

Assignment

We will not be responsible for the validity or sufficiency of any assignment. To be binding on us, an executed assignment must be by written request and consented to by any irrevocable beneficiary. Your rights and any beneficiary's interest will be subject to the assignment. Assignment of this certificate may subject you to income and gift tax.

Changes to Certificate

After we receive and record a written request for a change in Owner, annuitant, or beneficiary, the change will take effect on the date the request was originally signed, even if the Owner who signed the request has since died. The change will be subject to any payments made or actions taken by us before the written request for change was received and recorded.

We may require the return of this certificate for endorsement or otherwise in the event of a change in Owner, annuitant, beneficiary, annuity option, or other change. We reserve the right to issue a revised certificate information page in the event of any change to this certificate.

GENERAL PROVISIONS (Cont'd)

Compliance With Internal Revenue Code

This certificate will be interpreted in a manner consistent with the requirements of the Code section 72(s).

We reserve the right to amend this certificate from time to time to comply with any changes in the Code, regulations issued thereunder, and administrative rulings. Any such amendment will be promptly mailed to you at your last known address. We do not accept responsibility for the tax treatment of this certificate. You should consult your tax advisor.

Conformity With Statutes

If any provision in this certificate is in conflict with the laws of the state which govern this certificate, the provision will be deemed to be amended to conform with such laws.

Entire Contract

The entire Contract between the Contract holder and us consists of:

- The Group Contract;
- The Contract holder's application, a copy of which is attached and made a part of the Contract;
- All amendments, endorsements and riders which are attached; and
- The entire Contract as to each Owner.

The entire Contract for each Owner consists of:

- The Group Contract issued and held by the Contract holder;
- This certificate;
- The application, a copy of which is attached and made a part of this certificate; and
- All amendments, endorsements, riders or revised certificate information page(s) which are attached to or mailed to your last known address.

Only the President, the Secretary, or a Vice President in our Home Office can agree to change or waive any provisions which are part of the entire Contract. The change or waiver must be in writing.

Incontestability

We will not contest this certificate after the date of issue, except as provided in the **Misstatement of Birth Date** provision.

Notification of Death

The death of any Owner or annuitant must be reported to us immediately. We are entitled to recover immediately any overpayments made because of a failure to notify us of any such death. We are not responsible for any incorrect payments which result from a failure to immediately notify us of the death of any Owner or annuitant. From time to time we may require proof that the Owner or annuitant is still alive and may withhold any payments until such proof is received by us.

Payments

All payments may be made into an interest-bearing checking account. However, you may by written request, receive all payments by check or draft. They will be sent to the recipient's last known address.

Protection of Benefits

Only you can assign, encumber, or pledge any benefit paid under this certificate. To the extent permitted by law, no benefit paid, or to become payable, will be subject to any claim or process of law by any creditor.

Qualified Plans

The trustee of a plan qualified under section 401(a) of the Code may own this certificate as a plan investment. However, the trustee may not transfer Ownership of this certificate to any participant under such a plan to provide plan benefits.

Termination

The group Contract will not terminate unless there is no longer a certificate Owner remaining under that Contract.

OWNERSHIP

Ownership Rights

During your lifetime, you may:

- Exercise any of the rights under this certificate.
- Assign this certificate.
- Subject to our agreement, change or amend this certificate.

The **Death of Owner** provision in the **Death** section describes to whom Ownership of this certificate will pass at the death of an Owner.

Joint Owners

Two natural persons may be named as Joint Owners. They will own this certificate as joint tenants with rights of survivorship. While both are alive, each must sign any written request made under this certificate.

Change of Owner

You may change ownership of this certificate by written request. The new Owner's age may not exceed our then current underwriting requirements for new certificate issues. A change in Ownership of this certificate may have tax consequences. Please consult a tax advisor.

BENEFICIARY

Change of Beneficiary

Before the annuity date, you may change the beneficiary or any contingent beneficiary by written request. On or after the annuity date, you may change the beneficiary or contingent beneficiary by written request if the annuity option in effect is annuity option 1, 2, 5, or 7.

A beneficiary named irrevocably may not be changed without the written consent of that beneficiary.

Payment to Beneficiary

Before making any payment, we may require evidence as to the identity, age, and other facts about any person or class designated as the beneficiary. We are entitled to make payments based on that evidence. Unless otherwise instructed, if there is more than one beneficiary, then any proceeds payable will be distributed equally among the beneficiaries.

CERTIFICATE VALUES

Account Value

The certificate's account value before the annuity date consists of the fixed interest option's account value plus any other account value(s) which may be issued and attached by rider. The total account value is the sum of all of the account values.

Surrender Value

For a full surrender, the surrender value is the greater of:

- Total account value, less surrender charges; or
- Total minimum guaranteed surrender value.

Minimum Guaranteed Surrender Value

A minimum guaranteed surrender value is the minimum amount you will receive if you surrender in full.

At any time before the annuity date, the minimum guaranteed surrender value is the sum of the following:

- 87.5% of the premiums applied to the account value; plus
- Interest credited daily at the MGSV Accumulation Interest Rate shown on the certificate information page; plus
- Any minimum guaranteed surrender value reallocated from other options; less
- Any amounts previously surrendered from the minimum guaranteed surrender value accumulated at the MGSV Accumulation Interest Rate shown on the certificate information page; less
- Any minimum guaranteed surrender value reallocated to other options.

The minimum guaranteed surrender value from all of the account value option(s) is summed up to get the total minimum guaranteed surrender value.

Basis of Certificate Values

All benefits and values equal or exceed those required by the state in which the certificate is delivered.

Notice of Certificate Values

At least once each year, we will send you a report of your current annuity values.

Fixed Interest Option

All premiums paid must be allocated to the fixed interest option or to any other available account value option which may be issued and attached by rider. Premiums may be reallocated from the fixed interest account value option on certificate anniversaries only, in increments of no less than \$2,000. The amount remaining in the option's account value after that reallocation must be either zero, or at least \$2,000. Notification of reallocation must be received 2 days prior to the certificate anniversary.

Fixed Interest Option Account Value

The fixed interest option's account value before the annuity date equals all premium(s) allocated to this option; plus interest credited; less any amounts previously surrendered, including surrender charges thereon; plus any adjustments for reallocations.

Fixed Interest Crediting

Interest is credited daily and applied to the fixed interest option's account value from the date of issue at a rate which is never less than the guaranteed minimum effective annual interest rate as shown on the certificate information page. The certificate information page shows the effective annual interest rate which is credited and the period for which the rate is guaranteed. We will determine and fix in advance a current effective annual interest rate applicable to the option's account value. The rate credited to the option's account value will not be changed more often than once in any 12 month period. Any additional premiums received in a given certificate year will be credited with the same interest rate being credited to the option's account value. Current effective annual interest rates may vary based on factors such as the date the premium is received or the date a new rate applies to the option's account value.

SURRENDERS

Partial Surrender

Before the annuity date, you may surrender a part of the account value. Any surrender charges will be deducted from that value.

A partial surrender, including any charge thereon, may not reduce the account value to less than \$2,000. Such surrenders may be made:

- On a scheduled monthly, quarterly, semi-annual, or annual systematic basis, in an amount of at least \$100 per surrender.
- On an unscheduled basis no more than four times in a certificate year, in an amount of at least \$500 per surrender.

You may withdraw from any of the account value option(s) or a combination of any of the account value option(s). If no election is made, we will withdraw an equal percentage from all of the account value options.

Full Surrender

Before the annuity date, this certificate may be surrendered in full for its surrender value. The amount paid will equal the surrender value as of the date we receive your written request.

Surrender Charge

A surrender charge may be imposed on withdrawals, at death, and in calculating annuity payments. The surrender charge equals the surrender factor for the appropriate certificate year, as shown on the certificate information page, multiplied by the amount of the account value withdrawn. The account value withdrawn consists of the amount paid upon a surrender request, or applied to an annuity option, and the surrender charge thereon.

Waiver of Surrender Charge

If payments under an annuity option begin after the fifth certificate anniversary, the surrender charge will not apply to the account value.

Surrender Requirements

We will require:

- Your written request.
- Return of the certificate to us for a full surrender.

Deferral of Payment

We may defer payment for a period of not more than 6 months after we receive the request, as long as such deferral does not cause the certificate to violate section 72(s) of the Code.

DEATH

Death of Owner

Ownership Succession. At your death, ownership of this certificate will pass to the person(s) living on the date of your death in the order which follows:

- Surviving joint Owner, if any.
- Beneficiary.
- Contingent beneficiary.
- Estate of the last Owner to die.

If more than one natural person succeeds to the ownership rights of this certificate, then such persons will own this certificate as joint Owners. Any instructions or designations of the prior Owner(s) will continue unless changed in accordance with this certificate by the succeeding Owner(s).

Death Before Annuity Date. If you die before the annuity date, the successor Owner(s) must fully surrender and receive a distribution of the entire proceeds of this certificate within 5 years of your death except that:

- If a natural person continues or succeeds to ownership of this certificate, such person may begin receiving annuity payments with respect to that person's proportionate interest within 1 year from the date of your death (or within any longer period of time permitted under the Code), provided annuity payments are distributed over such person's life or over a period not extending beyond the life expectancy of such person; and
- If the spouse (as defined under the Code) of the first Owner to die continues or succeeds to Ownership of this certificate, he or she is not required to surrender his or her proportionate interest in the certificate or receive any payments until the Annuity Date or, if earlier, until such spouse's death, in which case the **Death of Owner** provision will apply.

Death on or After Annuity Date. No distribution, other than annuity payments as scheduled, will be made if you die on or after the annuity date unless you were also the last surviving annuitant, in which case this section's **Death of Annuitant** provision will apply.

Death of Annuitant

Death Before Annuity Date. Except as provided in this section's **Special Annuitant Rules for Nonnatural Owners** provision, no distribution is required nor will any death benefit be paid if an annuitant dies before the annuity date unless the deceased annuitant is also an Owner, in which case this section's **Death of Owner--Death Before Annuity Date** provision will apply.

If the last remaining annuitant dies before the annuity date, then the current Owner or Owner's designee will become the annuitant.

Death on or After Annuity Date. At the death of the Annuitant(s) on or after the annuity date, the death benefit, if any, will be as described for the annuity option in effect. No death benefit will become payable until you notify us of the death of the annuitant(s), provide us with the required proof of death and other information, and, if required, return this certificate to us. A death benefit will not be paid under annuity options 3, 4, or 6, or after the guaranteed benefits have been paid. Any death benefit due will be paid to the person(s) living on the date of such death in the order which follows:

- Owner(s) or surviving joint Owner, if any.
- Beneficiary.
- Contingent beneficiary.
- Estate of the last Owner to die.

The recipient of any death benefit may name one or more persons to receive any remaining death benefit after such recipient's death. If no such beneficiary is named, any unpaid portion of the death benefit will be paid to the deceased recipient's estate. The death benefit may be paid in the form of a lump sum or the remaining guaranteed annuity payments, as scheduled instead of in a lump sum. Except for a death benefit under annuity option 7, any lump sum payment will be equal to the commuted value. The commuted value is determined by discounting the remaining guaranteed annuity payments at an annually compounded interest rate(s) which is (are) 1% more than the rate(s) used by us to determine those payments. The 1% increase in the discount rate(s) results in a decrease in the value received. The commuted value will always be less than the sum of the remaining guaranteed annuity payments. The commuted value will be calculated as of the date such payment will be made.

Any election to receive a form of payment other than that provided under the annuity option in effect must be made within 60 days of the date the death benefit first becomes payable; such amounts must also be paid within the time period required under section 72(s) of the Code.

Special Rules for Nonnatural Owners

If a Nonnatural Person is named as Owner, then this certificate must be fully surrendered and the entire amount distributed within 5 years of:

- The death, if before the annuity date, of the annuitant or a joint annuitant; or
- A change in the annuitant or joint annuitant.

ANNUITY BENEFITS

Annuity Payments

The annuity payments will:

- Start at the end of the first payment period following the annuity date.
- Be paid to the order of the Owner(s) or his or her (their) designee.
- Be paid on a monthly, quarterly, semi-annual, or annual basis, as chosen by you before the annuity date.
- Cease at the death of all annuitants, in which case the **Death of Annuitant--Death on or After Annuity Date** provision in the **Death** section may apply.

Annuity Payment Amount

The amount of annuity payments, less any applicable state or federal premium taxes, will depend on the:

- Date your annuity payments begin. If the annuity date is after the fifth certificate anniversary, it is the greater of the account value and the minimum guaranteed surrender value. If the annuity date is before the fifth certificate anniversary, it is the greater of the surrender value and the minimum guaranteed surrender value;
- Annuity option chosen;
- Payment frequency chosen; and
- Age of the annuitant(s).

The annuity payments will not be less than those reflected in the **Table of Guaranteed Monthly Payments**.

Misstatement of Birth Date

Before making any annuity payment, we may require proof of each annuitant's birth date. If the birth date of any annuitant is misstated, we will adjust the amount to be paid by us. It will be that which would have been paid if the correct birth date had been stated.

For misstatements which result in underpayments, we will include the full amount of the underpayment in our next payment; and add interest of 6% per year to that payment.

For misstatements which result in overpayments, we will spread the full amount of the overpayment over the remaining guaranteed payment period, if any, or 10 years, whichever is less; deduct a level portion of that amount from each of those future payments; and charge interest of 6% per year against the balance of the amount overpaid.

Annuity Date

The annuity date is shown on the certificate information page and may not be later than the certificate anniversary following the annuitant's (or the oldest annuitant's if a second annuitant is named) 100th birthday. If you requested a specific annuity date on the application, that date is shown. You may change the annuity date by written request before it actually begins, provided it does not extend beyond the certificate anniversary following the oldest annuitant's 100th birthday.

This annuity date shown above is determined by the age of the annuitant(s) named in the application and may not be extended by a change in annuitant(s); except that this date may be based on a successor annuitant's birth date if such annuitant is the Owner and was married to the first Owner at such Owner's death. The Owner should consult a tax advisor regarding any tax impact of such a change.

Annuity Options

There are seven annuity options. You may elect to receive payments under any annuity option described in the certificate or under any other annuity option which we may then offer. Unless another annuity option and payment frequency are requested before the annuity date, monthly payments will be made under:

- Annuity option 2 with a guaranteed period of 10 years, if there is only one annuitant.
- Annuity option 5 with 50% joint annuitant payments and a guaranteed period of 10 years, if there is a second annuitant.

We reserve the right to pay your account value in a lump sum if the amount to be applied to the annuity option is less than \$2,000; or any payment would be less than \$20.

Descriptions of Annuity Options

Descriptions of the annuity options follow. The tables of guaranteed payments follow. Any fixed or guaranteed periods under annuity options 1, 2, and 5 may not be less than 5 years nor more than 25. Any reduced rates under annuity options 4, 5, and 6 following the death of an annuitant must be based on whole percentages and in no case may be less than 25% of the joint life income amount.

Annuity Option 1 - Income for a Fixed Period

Payments are guaranteed for the number of years and months chosen. If the annuitant dies before the end of the fixed period, a death benefit, consisting of a lump sum amount equal to the commuted value, will be paid. The recipient of the death benefit may elect to receive the remaining guaranteed annuity payments, as scheduled, instead of the commuted value.

Annuity Option 2 - Life Income With a Guaranteed Period

Payments are guaranteed for the number of years chosen. If the annuitant is alive at the end of the guaranteed period, payments will continue for as long as the annuitant is alive. If the annuitant dies before the end of the guaranteed period, a death benefit, consisting of the remaining guaranteed annuity payments, as scheduled, will be paid.

Annuity Option 3 - Life Income

Payments will be made for as long as the annuitant is alive. No payments will be made after the annuitant's death.

Annuity Option 4 - Joint and Contingent Life Income

Payments will be made for as long as either the annuitant or contingent annuitant is alive. The payments will:

- Be paid in the joint life income amount while both the annuitant and contingent annuitant are alive.
- Continue to be paid in that amount during the annuitant's lifetime at the contingent annuitant's death.
- Continue to be paid after the death of the annuitant at the reduced rate requested and for as long as the contingent annuitant survives.
- Cease at the death of both the annuitant and contingent annuitant.

ANNUITY BENEFITS (Cont'd)

Annuity Option 5 - Joint and Survivor Income With Guaranteed Period

Payments are guaranteed for the number of years chosen. If either the annuitant or joint annuitant is alive at the end of the guaranteed period, payments will continue for as long as either is alive. The payments will:

- Be paid in the joint life income amount while both the annuitant and joint annuitant are alive.
- Continue to be paid after the death of either annuitant at the rate requested and for so long as the remaining annuitant survives.

If the annuitant and joint annuitant die before the end of the guaranteed period, a death benefit, consisting of the remaining guaranteed annuity payments, as scheduled, at the rate which applies after the death of either annuitant, will be paid.

Annuity Option 6 - Joint and Survivor Life Income

Payments will be made for as long as either the annuitant or joint annuitant is alive. The payments will:

- Be paid in the joint life income amount while both the annuitant and joint annuitant are alive.
- Continue to be paid after the death of either annuitant at the rate requested and for so long as the remaining annuitant survives.
- Cease at the death of both the annuitant and joint annuitant.

Annuity Option 7 - Life Income With Lump Sum Refund at Death

Payments will be made for as long as the annuitant is alive. If the annuitant dies before the total amount of the payments made equals the value applied to this annuity option (less any applicable state or federal premium tax deductions), a death benefit, consisting of a lump sum equal to such value (less any applicable state or federal premium tax deductions) less any annuity payments previously made, will be paid.

TABLES OF GUARANTEED MONTHLY PAYMENTS*

Amount for Each \$1,000 Applied

Annuity Option 1. Income for a Fixed Period

| Period (Years) | Payment | Period (Years) | Payment | Period (Years) | Payment |
|-------------------|---------|-------------------|---------|-------------------|---------|
| 5 | \$17.31 | 8 | \$11.06 | 15 | \$6.20 |
| 6 | 14.53 | 9 | 9.90 | 20 | 4.82 |
| 7 | 12.54 | 10 | 8.97 | 25 | 3.99 |

Annuity Option 2. Life Income With a Guaranteed Period

| Number of Payments for a Guaranteed Period | | | | | | | | | | | |
|--|--------|--------|--------|-----|--------|--------|--------|-----|--------|--------|--------|
| Age | 120 | 180 | 240 | Age | 120 | 180 | 240 | Age | 120 | 180 | 240 |
| 50 | \$3.12 | \$3.10 | \$3.06 | 60 | \$3.92 | \$3.84 | \$3.70 | 66 | \$4.64 | \$4.44 | \$4.14 |
| 55 | 3.47 | 3.43 | 3.36 | 61 | 4.03 | 3.93 | 3.77 | 67 | 4.79 | 4.55 | 4.21 |
| 56 | 3.55 | 3.50 | 3.42 | 62 | 4.14 | 4.03 | 3.85 | 68 | 4.93 | 4.66 | 4.27 |
| 57 | 3.64 | 3.58 | 3.49 | 63 | 4.26 | 4.12 | 3.92 | 69 | 5.09 | 4.77 | 4.34 |
| 58 | 3.73 | 3.66 | 3.56 | 64 | 4.38 | 4.23 | 3.99 | 70 | 5.25 | 4.88 | 4.40 |
| 59 | 3.82 | 3.75 | 3.63 | 65 | 4.51 | 4.33 | 4.07 | 75 | 6.15 | 5.42 | 4.64 |

Annuity Option 3. Life Income

| Age | Payment | Age | Payment |
|-----|---------|-----|---------|
| 50 | \$3.13 | 63 | \$4.34 |
| 55 | 3.50 | 64 | 4.48 |
| 56 | 3.58 | 65 | 4.63 |
| 57 | 3.67 | 66 | 4.79 |
| 58 | 3.77 | 67 | 4.96 |
| 59 | 3.87 | 68 | 5.14 |
| 60 | 3.98 | 69 | 5.33 |
| 61 | 4.09 | 70 | 5.53 |
| 62 | 4.22 | 75 | 6.81 |

TABLES OF GUARANTEED MONTHLY PAYMENTS (Cont'd)***Annuity Option 4. Joint Life Income With 50% Contingent Annuitant Payments**

| Annuitant Age | Contingent Annuitant | | | | | |
|---------------|----------------------|--------|--------|--------|--------|--------|
| | 50 | 55 | 60 | 65 | 70 | 75 |
| 50 | \$2.92 | \$2.98 | \$3.03 | \$3.07 | \$3.09 | \$3.11 |
| 55 | 3.14 | 3.23 | 3.31 | 3.37 | 3.42 | 3.45 |
| 60 | 3.38 | 3.51 | 3.63 | 3.74 | 3.83 | 3.89 |
| 65 | 3.64 | 3.82 | 4.01 | 4.18 | 4.32 | 4.44 |
| 70 | 3.93 | 4.17 | 4.42 | 4.68 | 4.92 | 5.13 |
| 75 | 4.25 | 4.54 | 4.88 | 5.24 | 5.61 | 5.96 |

Annuity Option 5. Joint and 50% Survivor Life Income With a 10 Year Guaranteed Period

| Annuitant Age | Contingent Annuitant | | | | | |
|---------------|----------------------|--------|--------|--------|--------|--------|
| | 50 | 55 | 60 | 65 | 70 | 75 |
| 50 | \$3.13 | \$3.31 | \$3.51 | \$3.74 | \$4.00 | \$4.29 |
| 55 | 3.31 | 3.50 | 3.72 | 3.98 | 4.28 | 4.62 |
| 60 | 3.51 | 3.72 | 3.98 | 4.28 | 4.62 | 5.02 |
| 65 | 3.74 | 3.98 | 4.28 | 4.63 | 5.03 | 5.50 |
| 70 | 4.00 | 4.28 | 4.62 | 5.03 | 5.52 | 6.07 |
| 75 | 4.29 | 4.62 | 5.02 | 5.50 | 6.07 | 6.74 |

Annuity Option 6. Joint and 50% Survivor Life Income Payments

| Annuitant Age | Joint Annuitant | | | | | |
|---------------|-----------------|--------|--------|--------|--------|--------|
| | 50 | 55 | 60 | 65 | 70 | 75 |
| 50 | \$3.13 | \$3.31 | \$3.51 | \$3.74 | \$4.00 | \$4.29 |
| 55 | 3.31 | 3.50 | 3.72 | 3.99 | 4.29 | 4.62 |
| 60 | 3.51 | 3.72 | 3.98 | 4.28 | 4.63 | 5.02 |
| 65 | 3.74 | 3.99 | 4.28 | 4.63 | 5.04 | 5.51 |
| 70 | 4.00 | 4.29 | 4.63 | 5.04 | 5.53 | 6.11 |
| 75 | 4.29 | 4.62 | 5.02 | 5.51 | 6.11 | 6.81 |

Annuity Option 7. Life Income With Lump Sum Refund at Death

| Age | Payment | Age | Payment | Age | Payment |
|-----|---------|-----|---------|-----|---------|
| 50 | \$2.93 | 60 | \$3.53 | 66 | \$4.04 |
| 55 | 3.20 | 61 | 3.61 | 67 | 4.14 |
| 56 | 3.26 | 62 | 3.69 | 68 | 4.24 |
| 57 | 3.32 | 63 | 3.77 | 69 | 4.35 |
| 58 | 3.39 | 64 | 3.86 | 70 | 4.47 |
| 59 | 3.46 | 65 | 3.95 | 75 | 5.12 |

*For ages, periods, and rates not shown, we will furnish the amount of payment on request. The guaranteed monthly payments are based on a 1.5% effective annual interest rate and the US Annuity 2000 Table with a mortality blend of 50% male and 50% female for each certificate year until annuity date.

GROUP FLEXIBLE PREMIUM DEFERRED ANNUITY CERTIFICATE

One-Year Monthly Point-To-Point Equity Index Option Rider

This rider is a part of the certificate to which it is attached. It is subject to the terms, conditions, and provisions contained in the certificate. The following new provisions are added to the certificate. This rider will supercede any conflicting provisions of the certificate.

Benefit

The purpose of the rider is to provide additional features to your certificate. Once the rider is attached, the certificate will offer an equity index annuity as an account value option. Premium allocated to this option is subject to an interest crediting formula which uses the changes in the S&P 500 as a part of its calculation. This option shall be hereafter referred to as "the option". The option consists of the portion of account value which will earn interest credits as described below.

Interest is credited annually based on an index credit, which is calculated by using a formula that takes into account monthly, point-to-point values, of the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends).

The certificate information page shows the option and the premium, index crediting period, and cap for the option. The cap rate is guaranteed for one year.

Account Value

This option's account value equals all premium(s) allocated to the option; plus any interest credits; less any amounts previously surrendered from the option's account value, including any surrender charges thereon; plus any adjustments for reallocations.

Premiums

You may allocate premiums to the option on the certificate anniversary.

Reallocation of Account Value

Value Being Moved Out of Option

On any index crediting date and after any index credits are applied, you may move any portion of the option's account value to any other option(s). Once moved, the account value may not be reallocated again for one full year.

Value Being Moved Into Option

The account value from any other options(s) may be reallocated into this option on a certificate anniversary.

You must notify us of any reallocation at least 2 days prior to the index crediting date. The reallocation becomes effective on the index crediting date.

Effective Date

The rider's effective date is the certificate's date of issue.

Death Benefit

The option's surrender value is payable at death.

If an owner dies before the annuity date and the certificate is fully surrendered prior to the next index crediting date, we will apply an index credit to the account value. The index credit will be calculated as if the date of death was an index crediting date, but the certificate years and anniversaries will not change. After applying such index credit, all index crediting will cease, and we will credit a fixed interest rate which is the same rate currently being credited in the certificate.

Index

The Index, which is used for calculating any index credits, is the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends). The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("S&P"). S&P makes no representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500 Index to track general stock market performance. S&P's only relationship to the Licensee is the licensing of certain trademarks and trade names of S&P and of the S&P 500 Index which is determined, composed and calculated by S&P without regard to the Licensee or the Product.

S&P has no obligation to take the needs of the Licensee or the owners of the Product into consideration in determining, composing or calculating the S&P 500 Index. S&P is not responsible for and has not participated in the determination of the prices and amount of the Product or the timing of the Issuance or sale of the Product or in the determination or calculation of the equation by which the Product is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Product.

One-Year Monthly Point-To-Point Equity Index Option Rider (Cont'd)

Index (Cont'd)

S&P DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN AND S&P SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. S&P MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF THE PRODUCT, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL S&P HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

Index Credit

The amount of interest credited to the option's account value at the end of the index crediting period. The index credit will never be less than \$0.00.

Index Crediting Period

The period of time over which the performance of the Index is assessed to determine the index credit. The index is assessed for a one-year period.

Index Crediting Date

The date on which the index credit occurs. This date is every year and falls on the certificate anniversary.

Index Value

The index value on any specified date is the closing value of the selected index at the close of business on that date. If no index value is published, we will use the index value on the next business day for which the index value is published. If publication of the selected index is discontinued, or if we are unable to utilize it, or if the calculation is substantially changed, we will substitute a suitable alternative index and notify you at your last known address.

Cap Rate

This rate is the maximum percentage rate that is applied on each monthly anniversary as part of the total calculation for the annual index credit. Each year we will determine and fix in advance a cap rate. That rate is guaranteed for one year and will never be less than 1% per month.

One-Year Monthly Point-To-Point Equity Index Option Rider (Cont'd)

One Year Monthly Point-to-Point

An index value is captured on each monthly anniversary and is compared to the index value from the prior monthly anniversary. The value on the current monthly anniversary is divided by the value from the prior monthly anniversary. A 1 is subtracted from that result to yield a percentage which is the monthly point-to-point index change. A positive monthly point-to-point index change will be subject to a cap. A negative monthly point-to-point index change will not be subject to a cap. A "capped index change" for each month is captured over a 12-month period. The sum of the 12 monthly "capped index changes" will be the index credit rate on the index crediting date. The index credit rate is multiplied by the option's account value to determine the index credit. A hypothetical example is shown below:

Example: The certificate effective date is 4/8/04. A monthly cap of 2.00% is assumed. The monthly point-to-point index change for the first month is calculated as $820/800 - 1 = 2.50\%$. Since this index change exceeds the cap of 2.00%, the capped index change will equal 2.00%. The monthly point-to-point index change for the second month is calculated as $860/820 - 1 = 4.88\%$. Since this index change exceeds the cap of 2.00%, the capped index change will equal 2.00%. The monthly point-to-point index change for the third month is calculated as $820/860 - 1 = -4.65\%$. Since this index change is negative, there is no adjustment made. The sum of the capped index changes equal the index credit rate of **6.36%**.

| Date | S&P 500 Daily Index Value | Monthly Point-to-Point Index Changes | Monthly Capped Index Changes |
|---------|---------------------------|--------------------------------------|------------------------------|
| 4/8/04 | 800 | | |
| 5/8/04 | 820 | 2.50% | 2.00% |
| 6/8/04 | 860 | 4.88% | 2.00% |
| 7/8/04 | 820 | - 4.65% | - 4.65% |
| 8/8/04 | 835 | 1.83% | 1.83% |
| 9/8/04 | 853 | 2.16% | 2.00% |
| 10/8/04 | 861 | 0.94% | 0.94% |
| 11/8/04 | 846 | - 1.74% | - 1.74% |
| 12/8/04 | 872 | 3.07% | 2.00% |
| 1/8/05 | 877 | 0.57% | 0.57% |
| 2/8/05 | 893 | 1.82% | 1.82% |
| 3/8/05 | 908 | 1.68% | 1.68% |
| 4/8/05 | 889 | - 2.09% | - 2.09% |
| | | | Total: 6.36% |

Surrender Value

For a full surrender, the option's surrender value is the greater of: the option's account value, less surrender charges; or the option's minimum guaranteed surrender value. If the surrender occurs between the index crediting dates, the surrender value will not include any index credits for the current index crediting period.

For any partial surrender, the surrender value is the option's account value less surrender charges.

Minimum Guaranteed Surrender Value

The minimum amount you will receive if you surrender all of the account value allocated to the option. This amount is described in the annuity to which this rider is attached, and the rate at which the minimum guaranteed surrender value increases is shown on the certificate information page.

One-Year Monthly Point-To-Point Equity Index Option Rider (Cont'd)

Partial Surrender

Before the annuity date, you may surrender a part of the option's account value. Any surrender charges will be deducted from that account value. If the surrender occurs between the index crediting dates, then the option's account value withdrawn will not include any index credits for the current index crediting period.

If you withdraw the option's entire account value, any surrender charges applied will not exceed the amount, if any, by which the option's account value exceeds the option's minimum guaranteed surrender value. If you withdraw less than all of the option's account value, then the entire surrender charge percentage will apply.

Annuity Date

If the annuity date begins between the index crediting dates, the annuity payment will not include any index credits for the current index crediting period.

Nonparticipating

Dividends are not payable.

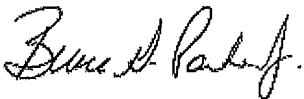
Termination of Rider

The rider will terminate when the certificate ends.

ANY EQUITY INDEX CREDITS ARE CREDITED ANNUALLY AND ARE BASED ON FORMULA(S) THAT TAKE INTO ACCOUNT THE POINT-TO-POINT VALUES OF THE STANDARD & POOR'S 500SM COMPOSITE STOCK PRICE INDEX (WHICH EXCLUDES DIVIDENDS). THE CERTIFICATE VALUES MAY BE AFFECTED BY EXTERNAL INDEX(ES), BUT THE CERTIFICATE DOES NOT PARTICIPATE IN ANY STOCK, BOND, OR EQUITY INVESTMENTS.

Signed for the Company.

OM Financial Life Insurance Company



President

Two-Year Monthly Point-To-Point Equity Index Option Rider

This rider is a part of the certificate to which it is attached. It is subject to the terms, conditions, and provisions contained in the certificate. The following new provisions are added to the certificate. This rider will supercede any conflicting provisions of the certificate.

Benefit

The purpose of the rider is to provide additional features to your certificate. Once the rider is attached, the certificate will offer an equity index annuity as an account value option. Premium allocated to this option is subject to an interest crediting formula which uses the changes in the S&P 500 as a part of its calculation. This option shall be hereafter referred to as "the option". The option consists of the portion of account value which will earn interest credits as described below.

Interest is credited biennially based on an index credit, which is calculated by using a formula that takes into account monthly, point-to-point values, of the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends).

The certificate information page shows the option and the premium, index crediting period, and cap for the option. The cap rate is guaranteed for two years.

Account Value

This option's account value equals all premium(s) allocated to the option; plus any interest credits; less any amounts previously surrendered from the option's account value, including any surrender charges thereon; plus any adjustments for reallocations.

Premiums

You may allocate premiums to the option on the certificate anniversary.

Reallocation of Account Value

Value Being Moved Out of Option

On any index crediting date and after any index credits are applied, you may move any portion of the option's account value to any other option(s). Once moved, the account value may not be reallocated again for two full years.

Value Being Moved Into Option

The account value from any other options(s) may be reallocated into this option on the certificate anniversary.

You must notify us of any reallocation at least 2 days prior to the index crediting date. The reallocation becomes effective on the index crediting date.

Effective Date

The rider's effective date is the certificate's date of issue.

Death Benefit

The option's surrender value is payable at death.

If an owner dies before the annuity date and the certificate is fully surrendered prior to the next index crediting date, we will apply an index credit to the account value. The index credit will be calculated as if the date of death was an index crediting date, but the certificate years and anniversaries will not change. After applying such index credit, all index crediting will cease, and we will credit a fixed interest rate which is the same rate currently being credited in the certificate.

Two-Year Monthly Point-To-Point Equity Index Option Rider (Cont'd)

Index

The Index, which is used for calculating any index credits, is the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends). The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("S&P"). S&P makes no representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500 Index to track general stock market performance. S&P's only relationship to the Licensee is the licensing of certain trademarks and trade names of S&P and of the S&P 500 Index which is determined, composed and calculated by S&P without regard to the Licensee or the Product.

S&P has no obligation to take the needs of the Licensee or the owners of the Product into consideration in determining, composing or calculating the S&P 500 Index. S&P is not responsible for and has not participated in the determination of the prices and amount of the Product or the timing of the issuance or sale of the Product or in the determination or calculation of the equation by which the Product is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Product.

S&P DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN AND S&P SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. S&P MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF THE PRODUCT, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL S&P HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

Index Credit

The amount of interest credited to the option's account value at the end of the index crediting period. The index credit will never be less than \$0.00.

Index Crediting Period

The period of time over which the performance of the index is assessed to determine the index credit. The index is assessed for a two-year period.

Index Crediting Date

The date on which the index credit occurs. This date is every two years and falls on the certificate anniversary. The first index crediting date is the second certificate anniversary.

Index Value

The index value on any specified date is the closing value of the selected index at the close of business on that date. If no index value is published, we will use the index value on the next business day for which the index value is published. If publication of the selected index is discontinued, or if we are unable to utilize it, or if the calculation is substantially changed, we will substitute a suitable alternative index and notify you at your last known address.

Cap Rate

This rate is the maximum percentage rate that is applied on each monthly anniversary as part of the total calculation for the biennial index credit. Every two years, we will determine and fix in advance a cap rate. That rate is guaranteed for two years and will never be less than 1% per month.

Two-Year Monthly Point-To-Point Equity Index Option Rider (Cont'd)

Two Year Monthly Point-to-Point

An index value is captured on each monthly anniversary and is compared to the index value from the prior monthly anniversary. The value on the current monthly anniversary is divided by the value from the prior monthly anniversary. A 1 is subtracted from the result to yield a percentage which is the monthly point-to-point index change. A positive monthly point-to-point index change will be subject to a cap. A negative monthly point-to-point index change will not be subject to a cap. A "capped index change" for each month is captured over a 24-month period. The sum of the 24 monthly "capped index changes" will be the index credit rate on the index crediting date. The index credit rate is multiplied by the option's account value to determine the index credit. A hypothetical example is shown below:

Example: The certificate effective date is 4/8/04. A monthly cap of 2.00% is assumed. The monthly point-to-point index change for the first month is calculated as $820/800-1 = 2.50\%$. Since this index change exceeds the cap of 2.00%, the capped index change will equal 2.00%. The monthly point-to-point index change for the second month is calculated as $860/820-1 = 4.88\%$. Since this index change exceeds the cap of 2.00%, the capped index change will equal 2.00%. The monthly point-to-point index change for the third month is calculated as $820/860-1 = -4.65\%$. Since this index change is negative, there is no adjustment made. The sum of the capped index changes equal the index credit rate of 5.42%.

| Date | S&P 500 Daily Index Value | Monthly Point-to-Point Index Changes | Monthly Capped Index Changes |
|---------|---------------------------|--------------------------------------|------------------------------|
| 4/8/04 | 800 | | |
| 5/8/04 | 820 | 2.50% | 2.00% |
| 6/8/04 | 860 | 4.88% | 2.00% |
| 7/8/04 | 820 | -4.65% | -4.65% |
| 8/8/04 | 835 | 1.83% | 1.83% |
| 9/8/04 | 853 | 2.16% | 2.00% |
| 10/8/04 | 861 | 0.94% | 0.94% |
| 11/8/04 | 846 | -1.74% | -1.74% |
| 12/8/04 | 872 | 3.07% | 2.00% |
| 1/8/05 | 877 | 0.57% | 0.57% |
| 2/8/05 | 893 | 1.82% | 1.82% |
| 3/8/05 | 908 | 1.68% | 1.68% |
| 4/8/05 | 889 | -2.09% | -2.09% |
| 5/8/05 | 861 | -3.15% | -3.15% |
| 6/8/05 | 903 | 4.88% | 2.00% |
| 7/8/05 | 922 | 2.10% | 2.00% |
| 8/8/05 | 903 | -2.06% | -2.06% |
| 9/8/05 | 949 | 5.09% | 2.00% |
| 10/8/05 | 911 | -4.00% | -4.00% |
| 11/8/06 | 877 | -3.73% | -3.73% |
| 12/8/05 | 893 | 1.82% | 1.82% |
| 1/8/06 | 915 | 2.46% | 2.00% |
| 2/8/06 | 909 | -0.66% | -0.66% |
| 3/8/06 | 948 | 4.29% | 2.00% |
| 4/8/06 | 956 | 0.84% | 0.84% |
| | | | Total 5.42% |

Two-Year Monthly Point-To-Point Equity Index Option Rider (Cont'd)

Surrender Value

For a full surrender, the option's surrender value is the greater of: the option's account value, less surrender charges; or the option's minimum guaranteed surrender value. If the surrender occurs between the index crediting dates, the surrender value will not include any index credits for the current index crediting period.

For any partial surrender, the surrender value is the option's account value less surrender charges.

Minimum Guaranteed Surrender Value

The minimum amount you will receive if you surrender all of the account value allocated to the option. This amount is described in the annuity to which this rider is attached, and the rate at which the minimum guaranteed surrender value increases is shown on the certificate information page.

Partial Surrender

Before the annuity date, you may surrender a part of the option's account value. Any surrender charges will be deducted from that account value. If the surrender occurs between the index crediting dates, then the option's account value withdrawn will not include any index credits for the current index crediting period.

If you withdraw the option's entire account value, any surrender charges applied will not exceed the amount, if any, by which the option's account value exceeds the option's minimum guaranteed surrender value. If you withdraw less than all of the option's account value, then the entire surrender charge percentage will apply.

Annuity Date

If the annuity date begins between the index crediting dates, the annuity payment will not include any index credits for the current index crediting period.

Nonparticipating

Dividends are not payable.

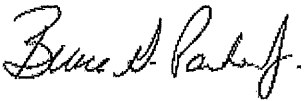
Termination of Rider

The rider will terminate when the certificate ends.

ANY EQUITY INDEX CREDITS ARE CREDITED BIENNIALY AND ARE BASED ON FORMULA(S) THAT TAKE INTO ACCOUNT THE POINT-TO-POINT VALUES OF THE STANDARD & POOR'S 500SM COMPOSITE STOCK PRICE INDEX (WHICH EXCLUDES DIVIDENDS). THE CERTIFICATE VALUES MAY BE AFFECTED BY EXTERNAL INDEX(ES), BUT THE CERTIFICATE DOES NOT PARTICIPATE IN ANY STOCK, BOND, OR EQUITY INVESTMENTS.

Signed for the Company.

OM Financial Life Insurance Company



President

Three-Year Monthly Point-To-Point Equity Index Option Rider

This rider is a part of the certificate to which it is attached. It is subject to the terms, conditions, and provisions contained in the certificate. The following new provisions are added to the certificate. This rider will supercede any conflicting provisions of the certificate.

Benefit

The purpose of the rider is to provide additional features to your certificate. Once the rider is attached, the certificate will offer an equity index annuity as an account value option. Premium allocated to this option is subject to an interest crediting formula which uses the changes in the S&P 500 as a part of its calculation. This option shall be hereafter referred to as "the option". The option consists of the portion of account value which will earn interest credits as described below.

Interest is credited triennially based on an index credit, which is calculated by using a formula that takes into account monthly, point-to-point values, of the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends).

The certificate information page shows the option and the premium, index crediting period, and cap for the option. The cap rate is guaranteed for three years.

Account Value

This option's account value equals all premium(s) allocated to the option; plus any interest credits; less any amounts previously surrendered from the option's account value, including any surrender charges thereon; plus any adjustments for reallocations.

Premiums

You may allocate premiums to the option on the certificate anniversary.

Reallocation of Account Value

Value Being Moved Out of Option

On any index crediting date and after any index credits are applied, you may move any portion of the option's account value to any other option(s). Once moved, the account value may not be reallocated again for three full years.

Value Being Moved Into Option

The account value from any other options(s) may be reallocated into this option on the certificate anniversary.

You must notify us of any reallocation at least 2 days prior to the index crediting date. The reallocation becomes effective on the index crediting date.

Effective Date

The rider's effective date is the certificate's date of issue.

Death Benefit

The option's surrender value is payable at death.

If an owner dies before the annuity date and the certificate is fully surrendered prior to the next index crediting date, we will apply an index credit to the account value. The index credit will be calculated as if the date of death was an index crediting date, but the certificate years and anniversaries will not change. After applying such index credit, all index crediting will cease, and we will credit a fixed interest rate which is the same rate currently being credited in the certificate.

Three-Year Monthly Point-To-Point Equity Index Option Rider (Cont'd)

Index

The Index, which is used for calculating any index credits, is the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends). The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("S&P"). S&P makes no representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500 Index to track general stock market performance. S&P's only relationship to the Licensee is the licensing of certain trademarks and trade names of S&P and of the S&P 500 Index which is determined, composed and calculated by S&P without regard to the Licensee or the Product.

S&P has no obligation to take the needs of the Licensee or the owners of the Product into consideration in determining, composing or calculating the S&P 500 Index. S&P is not responsible for and has not participated in the determination of the prices and amount of the Product or the timing of the issuance or sale of the Product or in the determination or calculation of the equation by which the Product is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Product.

S&P DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN AND S&P SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. S&P MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF THE PRODUCT, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL S&P HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

Index Credit

The amount of interest credited to the option's account value at the end of the index crediting period. The index credit will never be less than \$0.00.

Index Crediting Period

The period of time over which the performance of the index is assessed to determine the index credit. The index is assessed for a three-year period.

Index Crediting Date

The date on which the index credit occurs. This date is every three years and falls on the certificate anniversary. The first index crediting date is the third certificate anniversary.

Index Value

The index value on any specified date is the closing value of the selected index at the close of business on that date. If no index value is published, we will use the index value on the next business day for which the index value is published. If publication of the selected index is discontinued, or if we are unable to utilize it, or if the calculation is substantially changed, we will substitute a suitable alternative index and notify you at your last known address.

Cap Rate

This rate is the maximum percentage rate that is applied on each monthly anniversary as part of the total calculation for the triennial index credit. Every three years, we will determine and fix in advance a cap rate. That rate is guaranteed for three years and will never be less than 1% per month.

Three-Year Monthly Point-To-Point Equity Index Option Rider (Cont'd)

Three Year Monthly Point-to-Point

An index value is captured on each monthly anniversary and is compared to the index value from the prior monthly anniversary. The value on the current monthly anniversary is divided by the value from the prior monthly anniversary. A 1 is subtracted from the result to yield a percentage which is the monthly point-to-point index change. A positive monthly point-to-point index change will be subject to a cap. A negative monthly point-to-point index change will not be subject to a cap. A "capped index change" for each month is captured over a 36-month period. The sum of the 36 monthly "capped index changes" will be the index credit rate on the index crediting date. The index credit rate is multiplied by the option's account value to determine the index credit. A hypothetical example is shown below:

Example: The certificate effective date is 4/8/04. A monthly cap of 2.00% is assumed. The monthly point-to-point index change for the first month is calculated as $820/800 - 1 = 2.50\%$. Since this index change exceeds the cap of 2.00%, the capped index change will equal 2.00%. The monthly point-to-point index change for the second month is calculated as $860/820 - 1 = 4.88\%$. Since this index change exceeds the cap of 2.00%, the capped index change will equal 2.00%. The monthly point-to-point index change for the third month is calculated as $820/860 - 1 = -4.65\%$. Since this index change is negative, there is no adjustment made. The sum of the capped index changes equal the index credit rate of 5.56%.

| Date | S&P 500 Daily Index Value | Monthly Point-to-Point Index Changes | Monthly Capped Index Changes |
|---------|---------------------------|--------------------------------------|------------------------------|
| 4/8/04 | 800 | | |
| 5/8/04 | 820 | 2.50% | 2.00% |
| 6/8/04 | 860 | 4.88% | 2.00% |
| 7/8/04 | 820 | -4.65% | -4.65% |
| 8/8/04 | 835 | 1.83% | 1.83% |
| 9/8/04 | 853 | 2.16% | 2.00% |
| 10/8/04 | 861 | 0.94% | 0.94% |
| 11/8/04 | 846 | -1.74% | -1.74% |
| 12/8/04 | 872 | 3.07% | 2.00% |
| 1/8/05 | 877 | 0.57% | 0.57% |
| 2/8/05 | 893 | 1.82% | 1.82% |
| 3/8/05 | 908 | 1.68% | 1.68% |
| 4/8/05 | 889 | -2.09% | -2.09% |
| 5/8/05 | 861 | -3.15% | -3.15% |
| 6/8/05 | 903 | 4.88% | 2.00% |
| 7/8/05 | 922 | 2.10% | 2.00% |
| 8/8/05 | 903 | -2.06% | -2.06% |
| 9/8/05 | 949 | 5.09% | 2.00% |
| 10/8/05 | 911 | -4.00% | -4.00% |
| 11/8/05 | 877 | -3.73% | -3.73% |
| 12/8/05 | 893 | 1.82% | 1.82% |
| 1/8/06 | 915 | 2.46% | 2.00% |
| 2/8/06 | 909 | -0.66% | -0.66% |
| 3/8/06 | 948 | 4.29% | 2.00% |
| 4/8/06 | 941 | -0.74% | -0.74% |
| 5/8/06 | 957 | 1.70% | 1.70% |
| 6/8/06 | 965 | 0.84% | 0.84% |
| 7/8/06 | 958 | -0.73% | -0.73% |
| 8/8/06 | 988 | 3.13% | 2.00% |
| 9/8/06 | 946 | -4.25% | -4.25% |
| 10/8/06 | 937 | -0.95% | -0.95% |
| 11/8/06 | 953 | 1.71% | 1.71% |
| 12/8/06 | 969 | 1.68% | 1.68% |
| 1/8/07 | 948 | -2.17% | -2.17% |
| 2/8/07 | 973 | 2.64% | 2.00% |
| 3/8/07 | 994 | 2.16% | 2.00% |
| 4/8/07 | 973 | -2.11% | -2.11% |
| | | | Total: 5.56% |

Three-Year Monthly Point-To-Point Equity Index Option Rider (Cont'd)

Surrender Value

For a full surrender, the option's surrender value is the greater of: the option's account value, less surrender charges; or the option's minimum guaranteed surrender value. If the surrender occurs between the index crediting dates, the surrender value will not include any index credits for the current index crediting period.

For any partial surrender, the surrender value is the option's account value less surrender charges.

Minimum Guaranteed Surrender Value

The minimum amount you will receive if you surrender all of the account value allocated to the option. This amount is described in the annuity to which this rider is attached, and the rate at which the minimum guaranteed surrender value increases is shown on the certificate information page.

Partial Surrender

Before the annuity date, you may surrender a part of the option's account value. Any surrender charges will be deducted from that account value. If the surrender occurs between the index crediting dates, then the option's account value withdrawn will not include any index credits for the current index crediting period.

If you withdraw the option's entire account value, any surrender charges applied will not exceed the amount, if any, by which the option's account value exceeds the option's minimum guaranteed surrender value. If you withdraw less than all of the option's account value, then the entire surrender charge percentage will apply.

Annuity Date

If the annuity date begins between the index crediting dates, the annuity payment will not include any index credits for the current index crediting period.

Nonparticipating

Dividends are not payable.

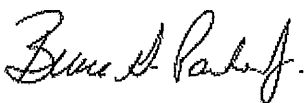
Termination of Rider

The rider will terminate when the certificate ends.

ANY EQUITY INDEX CREDITS ARE CREDITED TRIENNIALLY AND ARE BASED ON FORMULA(S) THAT TAKE INTO ACCOUNT THE POINT-TO-POINT VALUES OF THE STANDARD & POOR'S 500SM COMPOSITE STOCK PRICE INDEX (WHICH EXCLUDES DIVIDENDS). THE CERTIFICATE VALUES MAY BE AFFECTED BY EXTERNAL INDEX(ES), BUT THE CERTIFICATE DOES NOT PARTICIPATE IN ANY STOCK, BOND, OR EQUITY INVESTMENTS.

Signed for the Company.

OM Financial Life Insurance Company



President

One Year Monthly Average Equity Index Option Rider

This rider is a part of the certificate to which it is attached. It is subject to the terms, conditions, and provisions contained in the certificate. The following new provisions are added to the certificate. This rider will supercede any conflicting provisions of the certificate.

Benefit

The purpose of the rider is to provide additional features to your certificate. Once the rider is attached, the certificate will offer an equity index based interest return as an account value option. Premium allocated to this option is subject to an interest crediting formula which uses the changes in the S&P 500 as a part of its calculation. This option shall be hereafter referred to as "the option". The option consists of the portion of account value which will earn interest credits as described below.

Interest is credited annually based on an index credit, which is calculated by using a formula that takes into account monthly average values, of the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends).

The certificate information page shows the option and the premium, index crediting period, and cap for the option. The cap rate is guaranteed for one year.

Account Value

This option's account value equals all premium(s) allocated to the option; plus any interest credits; less any amounts previously surrendered from the option's account value, including any surrender charges thereon; plus any adjustments for reallocations.

Premiums

You may allocate premiums to the option on the certificate anniversary.

Reallocation of Account Value

Value Being Moved Out of Option

On any index crediting date and after any index credits are applied, the account value may be moved to any other option(s) in increments of at least \$2,000. The amount remaining in the option's account value after that reallocation must be either zero, or at least \$2,000.

Value Being Moved Into Option

On any certificate anniversary and after any index credits are applied, the account value from any other options may be moved into this option in increments of at least \$2,000.

You must notify us of any reallocation at least 2 days prior to the index crediting date. The reallocation becomes effective on the index crediting date.

Effective Date

The rider's effective date is the certificate's date of issue.

Death Benefit

The option's surrender value is payable at death.

If an owner dies before the annuity date and the certificate is fully surrendered prior to the next index crediting date, we will apply an index credit to the account value. The index credit will be calculated as if the date of death was an index crediting date, but the certificate years and anniversaries will not change. After applying such index credit, all index crediting will cease, and we will credit a fixed interest rate which is the same rate currently being credited in the certificate.

Index

The Index, which is used for calculating any index credits, is the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends). The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("S&P"). S&P makes no representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500 Index to track general stock market performance. S&P's only relationship to the Licensee is the licensing of certain trademarks and trade names of S&P and of the S&P 500 Index which is determined, composed and calculated by S&P without regard to the Licensee or the Product.

S&P has no obligation to take the needs of the Licensee or the owners of the Product into consideration in determining, composing or calculating the S&P 500 Index. S&P is not responsible for and has not participated in the determination of the prices and amount of the Product or the timing of the issuance or sale of the Product or in the determination or calculation of the equation by which the Product is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Product.

One Year Monthly Average Equity Index Option Rider

Index (Cont'd)

S&P DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN AND S&P SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. S&P MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF THE PRODUCT, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL S&P HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

Index Change

The Index change is calculated on each certificate anniversary and is used to calculate the index credit. The index change equals:

- The index average minus the index value on the prior certificate anniversary; divided by
- The index value on the prior certificate anniversary.

Index Credit

The amount of interest credited to the option's account value at the end of the index crediting period. The index credit is determined by multiplying the index change (subject to a cap) by the option's account value on the prior certificate anniversary less any amounts surrendered and applicable surrender charges during the certificate year that just ended. The index credit will never be less than \$0.00.

Index Crediting Period

The period of time over which the performance of the index is assessed to determine the index credit. The index is assessed for a one-year period.

Index Crediting Date

The date on which the index credit occurs. This date is every year and falls on the certificate anniversary.

Index Value

The index value on any specified date is the closing value of the selected index at the close of business on that date. If no index value is published, we will use the index value on the next business day for which the index value is published. If publication of the selected index is discontinued, or if we are unable to utilize it, or if the calculation is substantially changed, we will substitute a suitable alternative index and notify you at your last known address.

Cap Rate

This rate is the maximum percentage rate that is applied on each certificate anniversary as part of the total calculation for the annual index credit. Each year we will determine and fix in advance a cap rate. That rate is guaranteed for one year and will never be less than 3% per year.

One Year Monthly Average Equity Index Option Rider

One Year Monthly Average

The index values are captured at one month intervals, from the month after the prior Certificate anniversary to the month of the Certificate anniversary inclusive. The index average is the sum of the index values of the twelve certificate months during each certificate year divided by twelve.

Example: If the certificate effective date is 4/8/04, and the certificate months and index values are as follows:

| Certificate Month | S&P 500 Value |
|-------------------|---------------|
| 5/8/04 | 1000 |
| 6/8/04 | 1050 |
| 7/8/04 | 1100 |
| 8/8/04 | 1150 |
| 9/8/04 | 1200 |
| 10/8/04 | 1250 |
| 11/8/04 | 1300 |
| 12/8/04 | 1350 |
| 1/8/05 | 1400 |
| 2/8/05 | 1450 |
| 3/8/05 | 1500 |
| 4/8/05 | 1550 |

The sum of the Index values equals 15,300. The Index average is 1275 (15,300 divided by 12).

Surrender Value

For a full surrender, the option's surrender value is the greater of: the option's account value, less surrender charges; or the option's minimum guaranteed surrender value. If the surrender occurs between the index crediting dates, the surrender value will not include any index credits for the current index crediting period.

For any partial surrender, the surrender value is the option's account value less surrender charges.

Minimum Guaranteed Surrender Value

The minimum amount you will receive if you surrender all of the account value allocated to the option. The amount is described in the annuity to which this rider is attached, and the rate at which the minimum guaranteed surrender value increases is shown on the certificate information page.

One Year Monthly Average Equity Index Option Rider

Partial Surrender

Before the annuity date, you may surrender a part of the option's account value. Any surrender charges will be deducted from that account value. If the surrender occurs between the index crediting dates, then the option's account value withdrawn will not include any index credits for the current index crediting period.

If you withdraw the option's entire account value, any surrender charges applied will not exceed the amount, if any, by which the option's account value exceeds the option's minimum guaranteed surrender value. If you withdraw less than all of the option's account value, then the entire surrender charge percentage will apply.

Annuity Date

If the annuity date begins between the index crediting dates, the annuity payment will not include any index credits for the current index crediting period.

Nonparticipating

Dividends are not payable.

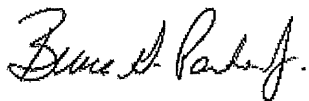
Termination of Rider

The rider will terminate when the certificate ends.

ANY EQUITY INDEX CREDITS ARE CREDITED ANNUALLY AND ARE BASED ON FORMULA(S) THAT TAKE INTO ACCOUNT THE MONTHLY AVERAGE VALUES OF THE STANDARD & POOR'S 500SM COMPOSITE STOCK PRICE INDEX (WHICH EXCLUDES DIVIDENDS). THE CERTIFICATE VALUES MAY BE AFFECTED BY EXTERNAL INDEX(ES), BUT THE CERTIFICATE DOES NOT PARTICIPATE IN ANY STOCK, BOND, OR EQUITY INVESTMENTS.

Signed for the Company.

OM Financial Life Insurance Company



President

One Year Annual Point to Point Equity Index Option Rider

This rider is a part of the certificate to which it is attached. It is subject to the terms, conditions, and provisions contained in the certificate. The following new provisions are added to the certificate. This rider will supercede any conflicting provisions of the certificate.

Benefit

The purpose of the rider is to provide additional features to your certificate. Once the rider is attached, the certificate will offer an equity index based interest return as an account value option. Premium allocated to this option is subject to an interest crediting formula which uses the changes in the S&P 500 as a part of its calculation. This option shall be hereafter referred to as "the option". The option consists of the portion of account value which will earn interest credits as described below.

Interest is credited annually based on an index credit, which is calculated by using a formula that takes into account annual point-to-point values, of the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends).

The certificate information page shows the option and the premium, index crediting period, and cap for the option. The cap rate is guaranteed for one year.

Account Value

This option's account value equals all premium(s) allocated to the option; plus any interest credits; less any amounts previously surrendered from the option's account value, including any surrender charges thereon; plus any adjustments for reallocations.

Premiums

You may allocate premiums to the option on the certificate anniversary.

Reallocation of Account Value

Value Being Moved Out of Option

On any index crediting date and after any index credits are applied, the account value may be moved to any other option(s) in increments of at least \$2,000. The amount remaining in the option's account value after that reallocation must be either zero, or at least \$2,000.

Value Being Moved Into Option

On any certificate anniversary and after any index credits are applied, the account value from any other options may be moved into this option in increments of at least \$2,000.

You must notify us of any reallocation at least 2 days prior to the index crediting date. The reallocation becomes effective on the index crediting date.

Effective Date

The rider's effective date is the certificate's date of issue.

Death Benefit

The option's surrender value is payable at death.

If an owner dies before the annuity date and the certificate is fully surrendered prior to the next index crediting date, we will apply an index credit to the account value. The index credit will be calculated as if the date of death was an index crediting date, but the certificate years and anniversaries will not change. After applying such index credit, all index crediting will cease, and we will credit a fixed interest rate which is the same rate currently being credited in the certificate.

Index

The Index, which is used for calculating any index credits, is the Standard & Poor's 500 Composite Stock Price Index (which excludes dividends). The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's, a division of the McGraw-Hill Companies, Inc. ("S&P"). S&P makes no representation or warranty, express or implied, to the owners of the Product or any member of the public regarding the advisability of investing in securities generally or in the Product particularly or the ability of the S&P 500 Index to track general stock market performance. S&P's only relationship to the Licensee is the licensing of certain trademarks and trade names of S&P and of the S&P 500 Index which is determined, composed and calculated by S&P without regard to the Licensee or the Product.

S&P has no obligation to take the needs of the Licensee or the owners of the Product into consideration in determining, composing or calculating the S&P 500 Index. S&P is not responsible for and has not participated in the determination of the prices and amount of the Product or the timing of the issuance or sale of the Product or in the determination or calculation of the equation by which the Product is to be converted into cash. S&P has no obligation or liability in connection with the administration, marketing or trading of the Product.

One Year Annual Point to Point Equity Index Option Rider

Index (Cont'd)

S&P DOES NOT GUARANTEE THE ACCURACY AND/OR THE COMPLETENESS OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN AND S&P SHALL HAVE NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INTERRUPTIONS THEREIN. S&P MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY LICENSEE, OWNERS OF THE PRODUCT, OR ANY OTHER PERSON OR ENTITY FROM THE USE OF THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. S&P MAKES NO EXPRESS OR IMPLIED WARRANTIES, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE S&P 500 INDEX OR ANY DATA INCLUDED THEREIN. WITHOUT LIMITING ANY OF THE FOREGOING, IN NO EVENT SHALL S&P HAVE ANY LIABILITY FOR ANY SPECIAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

Index Change

The index change is calculated on each certificate anniversary and is used to calculate the index credit. The index change equals:

- The index value on the current certificate anniversary, minus the index value on the prior anniversary; divided by
- The index value on the prior certificate anniversary.

Index Credit

The amount of interest credited to the option's account value at the end of the index crediting period. The index credit is determined by multiplying the index change (subject to a cap) by the option's account value on the prior certificate anniversary less any amounts surrendered and applicable surrender charges during the certificate year that just ended. The index credit will never be less than \$0.00.

Index Crediting Period

The period of time over which the performance of the index is assessed to determine the index credit. The index is assessed for a one-year period.

Index Crediting Date

The date on which the index credit occurs. This date is every year and falls on the certificate anniversary.

Index Value

The index value on any specified date is the closing value of the selected index at the close of business on that date. If no index value is published, we will use the index value on the next business day for which the index value is published. If publication of the selected index is discontinued, or if we are unable to utilize it, or if the calculation is substantially changed, we will substitute a suitable alternative index and notify you at your last known address.

Cap Rate

This rate is the maximum percentage rate that is applied on each certificate anniversary as part of the total calculation for the annual index credit. Each year we will determine and fix in advance a cap rate. That rate is guaranteed for one year and will never be less than 3% per year.

One Year Annual Point to Point Equity Index Option Rider

One Year Annual Point-to-Point

An index value is captured on each certificate anniversary and is compared to the index value from the prior certificate anniversary to determine the index change. A hypothetical example is shown below:

Example: The certificate effective date is 4/8/04, and the certificate months and index values are as follows:

| Certificate Month | S&P 500 Index Value |
|-------------------|---------------------|
| 4/8/04 | 800 |
| 5/8/04 | 820 |
| 6/8/04 | 860 |
| 7/8/04 | 820 |
| 8/8/04 | 835 |
| 9/8/04 | 853 |
| 10/8/04 | 861 |
| 11/8/04 | 846 |
| 12/8/04 | 872 |
| 1/8/05 | 877 |
| 2/8/05 | 893 |
| 3/8/05 | 908 |
| 4/8/05 | 889 |

The index value on 4/8/05 would be compared to the index value on 4/8/04. The index change is the index value on 4/8/05 less the index value on 4/8/04, divided by the index value on the prior certificate anniversary [(889 minus 800) divided by 800]. The resulting index change is equal to 11.125%.

Surrender Value

For a full surrender, the option's surrender value is the greater of: the option's account value, less surrender charges; or the option's minimum guaranteed surrender value. If the surrender occurs between the index crediting dates, the surrender value will not include any index credits for the current index crediting period.

For any partial surrender, the surrender value is the option's account value less surrender charges.

Minimum Guaranteed Surrender Value

The minimum amount you will receive if you surrender all of the account value allocated to the option. The amount is described in the annuity to which this rider is attached, and the rate at which the minimum guaranteed surrender value increases is shown on the certificate information page.

One Year Annual Point to Point Equity Index Option Rider

Partial Surrender

Before the annuity date, you may surrender a part of the option's account value. Any surrender charges will be deducted from that account value. If the surrender occurs between the index crediting dates, then the option's account value withdrawn will not include any index credits for the current index crediting period.

If you withdraw the option's entire account value, any surrender charges applied will not exceed the amount, if any, by which the option's account value exceeds the option's minimum guaranteed surrender value. If you withdraw less than all of the option's account value, then the entire surrender charge percentage will apply.

Annuity Date

If the annuity date begins between the index crediting dates, the annuity payment will not include any index credits for the current index crediting period.

Nonparticipating

Dividends are not payable.

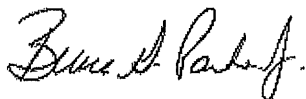
Termination of Rider

The rider will terminate when the certificate ends.

ANY EQUITY INDEX CREDITS ARE CREDITED ANNUALLY AND ARE BASED ON FORMULA(S) THAT TAKE INTO ACCOUNT THE ANNUAL POINT-TO-POINT VALUES OF THE STANDARD & POOR'S 500SM COMPOSITE STOCK PRICE INDEX (WHICH EXCLUDES DIVIDENDS). THE CERTIFICATE VALUES MAY BE AFFECTED BY EXTERNAL INDEX(ES), BUT THE CERTIFICATE DOES NOT PARTICIPATE IN ANY STOCK, BOND, OR EQUITY INVESTMENTS.

Signed for the Company.

OM Financial Life Insurance Company



President

Free Surrender – Partial Withdrawal

This rider is part of the Certificate to which it is attached. It is subject to the terms, conditions and provisions contained in the Certificate.

The **SURRENDER** section is amended to add the following provision:

Free Surrender In addition to the circumstances stated in the Certificate, after the first Certificate year, a portion of the account value withdrawn will not be subject to a surrender charge. The amount that can be surrendered without charge is an amount equal to ten percent of the account value as of the prior certificate anniversary, less any amounts previously surrendered in the current Certificate year which were not subject to surrender charges. The amount that can be surrendered without charge per Certificate year is noncumulative, and any unused amount during a Certificate year is not carried over to any subsequent Certificate years.

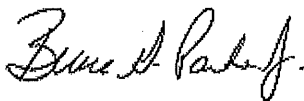
Effective Date This rider is effective on the same day as the Certificate is effective.

Termination of Rider This rider will terminate when the Certificate terminates.

Nonparticipating Dividends are not payable.

Signed for the company.

OM Financial Life Insurance Company



President

Additional Interest Rider

This rider is a part of the certificate to which it is attached. It is subject to the terms, conditions, and provisions contained in the certificate. The following new provisions are added to the certificate. This rider will supercede any conflicting provisions of the certificate.

The purpose of this rider is to provide additional features to your certificate.

Benefit

When any premium is received during the first certificate year, additional interest will be credited to the account value. The additional interest rate is shown on the certificate information page and is a percentage of the premium paid.

Effective Date

This rider's effective date is the certificate's date of issue.

Termination of Rider

This rider will terminate on the first certificate anniversary, or when the certificate terminates, if earlier.

Signed for the Company.

OM Financial Life Insurance Company



President

Death of Owner Rider

This rider is part of the certificate to which it is attached. It is subject to the terms, conditions, and provisions contained in the certificate. The following new provisions are added to the certificate. This rider will supercede any conflicting provisions of the certificate.

Benefit

If the Owner dies before the annuity date and a partial or a full surrender of the certificate is made, no surrender charge will be deducted from the account value(s). The surrender value will equal the sum of the account value(s) of any options surrendered. If the minimum guaranteed surrender value is greater than the account value which was surrendered, the minimum guaranteed surrender value will be paid.

Surrender charges will be assessed if the spouse of the first Owner to die elects to continue or succeed to ownership of the certificate and then surrenders the certificate.

Effective Date

This rider is effective on the same day as the certificate is effective.

Nonparticipating

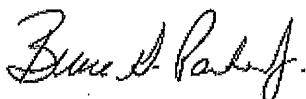
Dividends are not payable.

Termination of Rider

The rider will terminate when the certificate ends.

Signed for the Company.

OM Financial Life Insurance Company



President

Nursing Home Rider

This rider is a part of the certificate to which it is attached. It is subject to the terms, conditions, and provisions contained in the certificate. The following new provisions are added to the certificate. This rider will supercede any conflicting provisions of the certificate.

Benefit

If you become confined in a nursing home and a partial or a full surrender of the certificate is made, no surrender charge will be deducted from the account value(s). The surrender value will equal the sum of the account value(s) of any options surrendered. If the minimum guaranteed surrender value is greater than the account value which was surrendered, the minimum guaranteed surrender value will be paid.

Definitions

Annuitant. The annuitant's name as shown on the certificate information page.

You, Your. The Owner of the certificate.

Nursing Home. A state-licensed, nursing long-term care facility that provides skilled, continuous nursing care or services under the supervision of a licensed nurse or physician.

Effective Date

This rider's effective date is the certificate's date of issue.

Written Request

We will require a written request for the Benefit.

Nursing Home Conditions

You qualify for this benefit if:

- Confinement to such nursing home first begins at least 1 year after the certificate's date of issue;
- Confinement has continued for at least 60 consecutive days;
- The surrender is made while you are confined; and
- Written proof of confinement is received at our home office.

Nonparticipating

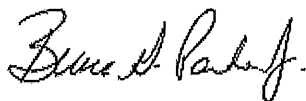
Dividends are not payable.

Termination of Rider

The rider will terminate when the certificate ends.

Signed for the Company.

OM Financial Life Insurance Company



President

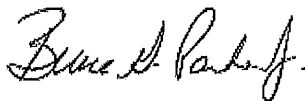
Terminal Illness Rider

This rider is a part of the certificate to which it is attached. It is subject to the terms, conditions, and provisions contained in the certificate. The following new provisions are added to the certificate. This rider will supercede any conflicting provisions of the certificate.

| | |
|------------------------------------|--|
| Benefit | If you are terminally ill and a partial or a full surrender of the certificate is made, no surrender charge will be deducted from the account value(s). The surrender value will equal the sum of the account value(s) of any options surrendered. If the minimum guaranteed surrender value is greater than the account value which was surrendered, the minimum guaranteed surrender value will be paid. |
| Definitions | <p><u>Annuitant</u>. The annuitant's name as shown on the certificate information page.</p> <p><u>You, Your</u>. The Owner(s) of the certificate.</p> <p><u>Physician</u>. A doctor of medicine who is:</p> <ul style="list-style-type: none">• Duly qualified;• Licensed in the United States of America; and• Performing within the scope of his or her license. <p>A physician must not be: you; the annuitant; or the brother, sister, parent, spouse or child of either you or the annuitant or any spouse of any of the above.</p> <p><u>Terminal Illness</u>. Illness or physical condition that results in your having a life expectancy of 12 months or less.</p> |
| Effective Date | This rider's effective date is the certificate's date of issue. |
| Written Request | We will require a written request for the Benefit. |
| Terminal Illness Conditions | <p>You qualify for this benefit if:</p> <ul style="list-style-type: none">• The terminal illness is diagnosed at least 1 year after the certificate's date of issue; and• Written proof of the terminal illness is received at our home office. This proof will include, but is not limited to, certification by a physician who provides medical care to you in connection with your terminal illness. <p>We reserve the right to obtain a second medical certification, at our expense, from a physician selected by us.</p> |
| Nonparticipating | Dividends are not payable. |
| Termination of Rider | The rider will terminate when the certificate ends. |

Signed for the Company.

OM Financial Life Insurance Company



President

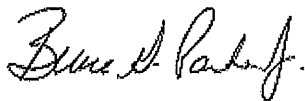
Unemployment Rider

This rider is a part of the certificate to which it is attached. It is subject to the terms, conditions, and provisions contained in the certificate. The following new provisions are added to the certificate. This rider will supercede any conflicting provisions of the certificate.

| | |
|--------------------------------|--|
| Benefit | If you are unemployed and a partial or a full surrender of the certificate is made, no surrender charge will be deducted from the account value(s). The surrender value will equal the sum of the account value(s) of any options surrendered. If the minimum guaranteed surrender value is greater than the account value which was surrendered, the minimum guaranteed surrender value will be paid. |
| Effective Date | This rider's effective date is the certificate's date of issue. |
| Written Request | We will require a written request for the Benefit. |
| Unemployment | <p>You are considered to be unemployed if you:</p> <ul style="list-style-type: none">• Are registered with your state unemployment office or other recognized employment agency; and• Have not resigned, retired (whether voluntary or mandatory), or voluntarily forfeited your salary, wages, or employment income. |
| Unemployment Conditions | <p>You qualify for this benefit if:</p> <ul style="list-style-type: none">• You are under age 65 at the time of your written request;• Unemployment begins after the certificate's date of issue;• Unemployment has continued for at least 30 consecutive days;• The surrender request is made while you are unemployed; and• Written proof of unemployment satisfactory to us is received at our home office. |
| Nonparticipating | Dividends are not payable. |
| Termination of Rider | <p>This rider will terminate on the earlier of:</p> <ul style="list-style-type: none">• When you reach age 65; or• When the certificate terminates. |

Signed for the Company.

OM Financial Life Insurance Company



President